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Current Topics.

The Final Court of Appeal of the Future.

THE SPEECH made by Lord HALDANE at University College, London, last Tuesday, is, perhaps, the clearest indication we have had hitherto as to the tribunal which in time will take the place of the House of Lords for British appeals. The House of Lords, although in this country it has always ranked as of higher authority than the Judicial Committee, lacks any direct connection with the Colonies; and we gather that the Colonies regard an appeal to the Privy Council as natural, while an appeal to the House of Lords, or to a new tribunal substituted for the House of Lords, would be an unwelcome innovation. Herein, it seems, lies the chief motive for transferring British Appeals to the Privy Council. This is proposed to be done as to Irish appeals by the Home Rule Bill, and English and Scottish Appeals will, according to Lord HALDANE, follow suit; while the Imperial Court will hold sittings in any part of the King's Dominions if necessary. We do not know that there is any substantial difficulty in this, save as regards the manner of holding the Court and the mode of delivering judgment. As we have frequently urged, the Court of Final Appeal should hold its sittings with the usual formalities of a Court of Justice, and not informally in a room in Downing Street, and the practice of separate judgments should be preserved. The latter is the essential point.

Short Causes in the King's Bench Division.

A WEEK ago SCRUTTON, J., complained that long causes were put into the short cause list, and in two such cases he declined to proceed and ordered them to be put into the non-jury list. The King's Bench Short Cause List is made out under R. S. C. 14, r. 8, and applies only to Ord. 14 causes, in which leave to defend has been given. The short cause list consists of such of these cases as the master thinks will not require a long trial. In his evidence before the present King's Bench Commission

Master T. WILLES CHITTY pointed out the difficulty of making an exact estimate of the length of a case. "Judges," he said, "object very strongly to having anything put in the short cause list, unless it is a case that will not take more than half-an-hour to an hour at the outside. Many of us make a bad estimate. Sometimes you are wrong. You put a case in the short cause list, thinking that it will take half-an-hour, and the defendant gets ingenious counsel, who springs up a new point altogether, which makes it no longer a short cause." Mr. Justice SCRUTTON appears to have suffered from unsuccessful guesses of this kind last Saturday, though he was willing to allow an hour as the probable duration of a case. Of course, in the Chancery Division a short cause means a short cause, and its nature is settled by the certificate of counsel and not by the master. Counsel only certifies "short" if there is no opposition and the case will not exceed a few minutes. When you once admit defended cases into a "lightning list," the probable duration is a mere guess, and the inclusion of long causes can never be altogether avoided. Master CHITTY, it may be noticed, suggested the substitution of a Speedy Trial List for the Short Cause List (King's Bench Commission, Minutes of Evidence, p. 28).

The "Red Mass" in Paris.

THE LEGAL year at Paris commenced, as usual, on the 5th of November, when the judges, the attorney-general, and their assistants, accompanied by the advocates, attended the Red Mass in the Church of Saint Germain l'Auxerrois. The scene is always impressive. The nave is crowded with worshippers, half of whom are clothed in red. The Archbishop of Paris stands in red robes by his golden chair in front of the illuminated high altar, and the counsellors of the Supreme Court, the members of the Court of Appeal, the attorney-general, the advocates-general and their deputies are all in red. The mass over, there is a procession to the First Chamber of the Court of Appeal, where the judges take their seats on benches to the right, the law officers on the left. A thesis on some point of law is read, concluding with an obituary notice of all the magistrates who have died during the year. The solemn sitting is then terminated.

Undeveloped Land Duty and Power to Resume Possession.

UNDER THE Finance Act, 1910, s. 17 (5), undeveloped land duty is not chargeable on agricultural land held under a tenancy created before 30th April, 1909, save that, if the landlord "has power to determine the tenancy of the whole or any part of the land," the tenancy is not to be deemed, for the purposes of the duty, to continue after the earliest date after the commencement of the Act when it was possible to determine it. How is this provision to operate when the landlord has power to resume possession of part of the land for building? *Prima facie* the exercise of the power is conditional on the desire of the landlord to build. If he, in fact, has no such desire, then he cannot exercise the power, and in effect he has no power to determine the tenancy. But in *Southend-on-Sea Estate Co. v. Inland Revenue Commissioners* (Times, 31st ult.) SCRUTTON, J., has held to the contrary. Giving a literal reading to the Act, he said that the want of desire to determine the tenancy did not make it impossible for the landlord to determine it. The point is not clear, but we think the Act can more reasonably be construed in a contrary sense. However much the Legislature may wish to encourage building, it cannot implant the same desire in all landowners. The power to determine arises when the landlord, in fact, has the desire; not when, if he were a good citizen—in the Finance Act sense—he would desire to do so. In fact, he does not desire to build, and therefore he has no power to determine the tenancy, and the duty should, we imagine, not be payable.

The Rule in "Allhusen v. Whittell."

AN INTERESTING question affecting the rights of tenants for life and remaindermen has been decided by SARGANT, J., in *Re McEuen* (Times, 31st Oct.). When a residue is left in trust for persons in succession, it is the business of the executors to

ascertain the charges on the estate for testamentary expenses, debts, and legacies, and the residue is what remains after these have been provided for, and the tenant for life is entitled to income on this residue as from the date of the testator's death. If, then, he takes the income of the gross estate from the death he will receive more than he is entitled to, and his right in this respect is usually said to be defined by the rule in *Allhusen v. Whittell* (4 Eq. 295), namely, that there must be an inquiry what part of the estate, together with the income of that part for a year, will make up a fund sufficient for the payment of debts, legacies, and other charges during the year. The period of a year is selected, apparently, because that is the time during which the executor should clear the estate, and, in general, it may be that the rule is convenient for working and not inequitable in its results. But where, as in *Re McEuen* (*supra*), large sums are paid at an early period of the year, it is obvious that the reckoning of interest for the full year is unjust to the tenant for life. There the testator died on the 6th of February, 1911. A sum of £47,450 was paid for estate duty on the 1st of April, and legacies amounting to £39,000 were paid in the course of the year. These figures and times of payment led SARGANT, J., to reconsider the rule in *Allhusen v. Whittell*, which was applied also in *Lambert v. Lambert* (16 Eq. 320), and he has held that it is only a rule of convenience, and is not to be applied where the circumstances are inappropriate. The period for which interest is to be reckoned, and debited against the tenant for life, is not the whole year from the testator's death, but only the part of the year which has elapsed before actual payment. Thus, in the present case, the sum required for estate duty was provided by such a capital sum as, with interest on that sum from the 6th of February to the 1st of April, would make up £47,450, and similarly with regard to other payments. This method gives the tenant for life what he is entitled to, and is suitable in cases where substantial sums are paid away at dates previous to the end of the year. But the learned judge was careful to point out that he did not wish to lay down that this was the only method available, or that extremely elaborate and minute calculations must be gone through in every case.

Mexico and the United States.

ALTHOUGH AT the time of going to press President WILSON has not yet definitely presented to the *de jacto* ruler of Mexico his proposed ultimatum, he has taken the definite step of consulting Congress upon the form which that ultimatum is to take, and presumably the presentation of it is only a matter of time. From the point of view of the lawyer, interested in the development of institutions, it is peculiarly interesting to notice the series of steps by which the Monroe Doctrine, which at first was intended to vindicate the liberties of the revolting Spanish Colonies in South America against European dictation, has gradually grown into a theory that the United States is entitled to dictate their form of government to those very colonies now long ago become independent States. For this is the history of the Monroe Doctrine. During the years 1815 to 1830 two opposite movements were going on in the civilized world. On the one hand, the Congress of Europe, consisting of England, France, Germany, Austria and Russia, was attempting to maintain in Europe the existing thrones and governments which it had set up after the downfall of Napoleon. On the other hand, the revolutionary spirit in Spain, Portugal, Italy, Turkey, and South America had caused a series of revolts on the part of subject populations or races against the despotic systems which ruled the Latin world. Now, among the Powers which composed the Congress of Europe, the three absolute monarchies of Russia, Prussia, and Austria, forming under the guidance of METTERNICH a "Holy Alliance," considered it their duty to side against the rebels in the interests of existing thrones; France and England disliked this policy, and at first stood neutral. But when the Holy Alliance, emboldened by the success of its efforts against liberty in the Mediterranean countries, talked of interfering in the New World and of assisting Spain to recover control of her Transatlantic dominions, England at once came off the fence and definitely took the side of liberty. In 1823 METTERNICH proposed that the

Powers of Europe should hold a congress on the affairs of South America—in which not one of them except France and England owned a single acre of land. CANNING was then the British Secretary of State for Foreign Affairs, and he saw the necessity of securing a powerful ally against this scheme of the Holy Alliance. He accordingly invited President MONROE, who then occupied the White House, to join him in protesting against the action of the Powers. The result was the enunciation of the "Monroe Doctrine."

The Monroe Doctrine.

THE SHAPE in which that doctrine was enunciated was remarkable as well as unprecedented. It took the form of a Presidential Message to Congress, dated the 2nd of December, 1823. Upon receiving CANNING'S proposals MONROE had consulted the two leading American statesmen of the day—JEFFERSON and MADISON. JEFFERSON it was who, fifty years before, in the days of his youth, had drafted the American Declaration of Independence. To him, rather than to President MONROE, was really due the drafting of the message. So far as relevant, it ran in the following terms:—

"The political system of the Allied Powers is essentially different in this respect from that of America. . . . We owe it, therefore, to candour and to the amicable relations existing between the United States and those Powers, to declare that we should consider any attempt on their part to extend their system to any portion of this hemisphere as dangerous to our peace and safety. With the existing colonies or dependencies of any European Power we have not interfered, and shall not interfere. But with the Governments who have declared their independence and maintained it, and whose independence we have, on great consideration and on just principle, acknowledged, we could not view any interposition for the purpose of oppressing them, or controlling in any other manner their destiny, by any European Power, in any other light than as the manifestation of an unfriendly disposition towards the United States."

Such was the Monroe Doctrine as laid down in 1823—a claim by the United States that no European Power should interpose for the purpose of controlling the destiny of any American State. In the same shape it was re-affirmed in 1865 in the case of Mexico itself. In that year the Austrian Prince Maximilian, elected two years before to the throne of Mexico under the patronage of Napoleon III. and against the protests of the United States then in the throes of the Civil War, had been driven from his throne by a Mexican revolution, and France proposed to assist him with troops. The United States moved its army, the Civil War being now over, towards the Mexican frontier, and re-affirmed its refusal to let any European Power intervene. Napoleon III. gave way, and Maximilian was shot by his revolted subjects. Again, twenty years ago, when Great Britain proposed to intervene for the purpose of compelling the defaulting State of Venezuela to pay its debts to European bond-holders, President CLEVELAND re-affirmed the doctrine: Lord SALISBURY gave way and submitted the dispute to arbitration. But now the doctrine, established by these three precedents in a negative form, has taken a new and positive shape. The old form was that no European Power should interpose to restore order in South America. The new form is that the United States shall have a right to interfere in the affairs of any American State which is a source of danger to its neighbours. In other words the United States adopts the quite intelligible principle of policing the Continent of America.

The Capitalization of Mineral Rents.

TWO CASES recently—*Re Rayer* (1913, 2 Ch. 210) and *Re Hanbury's Settled Estates* (1910, 2 Ch. 357)—have contributed to the solution of the question as to what is the expression of a "contrary intention," within the meaning of section 11 of the Settled Land Act, 1882. That section directs that when a mining lease is made by a tenant for life under the statute then, "unless a contrary intention is expressed in the settlement," a certain proportion of the rent shall be set aside as capital—three-fourths where the tenant for life is impeachable for waste, and otherwise one-fourth. In order that a tenant for life may avoid this deduction from the rents, it is not necessary that the settlement should exclude section 11 in so many words. It is sufficient if, quite apart from section 11, the settlement expresses—that is, shews

—an intention that he should receive the whole rents, and it seems to be now settled that, where the settlement contains an express power to grant mining leases, and also directs payment of the income to the tenant for life, or otherwise provides for the application of income, this will amount to an expression of a contrary intention: *Re Duke of Newcastle's Estates* (24 Ch. D. 129, 143; *Re Bagot's Settlement* (1894, 1 Ch. 177). The principle appears to be that the settlor has in effect disposed of the entire income from all sources, including the mining rents. Though, if he simply directs payment of "rents and profits" to the tenant for life, this is not enough: *Re Daniels* (1912, 2 Ch. 90, 97). In *Re Rayer* (*supra*), NEVILLE, J., acted on the authority of *Re Bagot's Settlement* (*supra*). A settlement empowered the tenant for life to grant leases of open and unopened mines, and directed that the rents from these leases should be applied as income. Mining leases were granted under the Settled Land Acts, so that, strictly, the direction as to rents did not apply; but clearly the direction applied in effect to the rents from the statutory leases. A contrary intention was expressed, and no part required to be capitalized. In *Re Hanbury's Settled Estates* (*supra*), there was no power to grant mining leases, but the testator left his whole real and personal estate to his wife absolutely "in full confidence that she will make such use of it as I should have made myself," followed by words which, in effect, created an executory devise over at her death if she did not dispose of the estate by will; the effect being that she had the powers of a tenant for life (Settled Land Act, 1882, s. 58 (i) (ii)), but was not impeachable for waste: *Turner v. Wright* (2 De G. F. and J. 234, 246). EVE, J., seems to have considered that a gift of "all the rents and profits" to the tenant for life negatives capitalization, although, as just stated, a gift of the rents and profits does not—a somewhat fine distinction, perhaps; but, apart from this, he held that the interest given to his wife was so extensive as to place her, subject to the executory devise, in the position of absolute owner, and exempt her from any obligation to set aside part of the rents. The decisions render it difficult to advise with confidence as to the operation of particular settlements, and perhaps, as EVE, J., suggested, it might have been better to leave the section to apply in all cases where its application is not excluded in express terms.

The Jurisdiction of Stipendiary Magistrates.

THE DIVISIONAL Court, when dealing with the Crown Paper, is seldom a courageous court; it greatly prefers the decision of difficult cases upon side issues to the careful analysis of confusing principles. But even practitioners acquainted with this attitude of an overworked court may well be surprised at the astounding legal fiction by which it contrived to evade a serious difficulty in *Rez v. Thomas, ex parte O'Hare* (1913, W. N. 331). A pawnbroker was summoned before a court of summary jurisdiction in Glamorganshire upon a charge under section 32 of the Pawnbroker Act, 1872, namely, unlawfully taking an article in pawn from a person apparently intoxicated. Two justices met on the bench to try the case, one being the stipendiary for the Petty Sessional Division of Pontypridd and the other a justice of the peace for the county. Now, the appointment of a stipendiary may be made under a variety of statutes, [General and local; the General Acts are the Metropolitan Police Courts Act, 1839, the Municipal Corporation Act, 1882, and the Justices of the Peace (Stipendiary Magistrates) Act, 1853. When appointed, a stipendiary derives his power from the Summary Jurisdiction Act, 1848, section 23, the Indictable Offences Act, 1848, section 29, and the Stipendiary Magistrates Act, 1858. Under these and later statutes, he has power to exclude the jurisdiction of other justices only in three cases—offences under the Conspiracy Act, 1875, Trade Unions Acts, 1871-76, and Distress Amendment Act, 1908; in all cases except these, other justices can sit and try charges. But two unpaid justices are required to convict, whereas by section 33 of the Summary Jurisdiction Act, 1848, one stipendiary can form a Court of Summary Jurisdiction alone and can convict. In the case we are considering, the stipendiary and the unpaid justice proceeded to try the case together, but were divided in opinion

upon it; the stipendiary desired to convict and the unpaid justice to acquit. Thereupon the stipendiary, according to his own affidavit, said to his fellow justice: "I must then take upon myself the burden of adjudicating in this case alone," whereupon that justice said "Very well," or words to that effect. He then announced a conviction, saying as he did so that his fellow justice disagreed with him. He was asked by the advocate for the defence either to dismiss the summons on the ground that, the Bench being equally divided, the charge should be dismissed, or else to adjourn the case for rehearing before a Bench differently constituted. This he refused to do, and a *rule nisi* was moved for, asking the justices to state a case as to the powers of a stipendiary in such circumstances. Extremely nice points of law are obviously involved. But the Divisional Court cut the Gordian knot by calmly finding as a fact that the unpaid justice must be taken to have "acquiesced" in the stipendiary's decision.

The Extent of an Agent's Indemnity.

It is a well-known rule that when an agent who innocently commits a tortious act at the request of his principal is made liable in damages by the injured party, he is entitled to a full indemnity against that principal for the expense—i.e., damages and costs—in which his act has involved him. An implied promise to indemnify him, for which the consideration moving from him is his compliance, to his own detriment, with the request of his principal, is inferred by operation of law, so as to create a fictitious contract which can be sued upon in a claim for "Money paid at the request of the defendant." But the exact extent of the agent's indemnity, and the character of the items comprised within it, is sometimes a more difficult matter to ascertain, especially so when there is any peculiarity or complication in the legal proceedings taken against him. Three general rules, however, may be laid down. First, the proceedings against the agent must be the direct result of a wrongful act on the part of the principal. This is best explained by reference to a negative case. An auctioneer, instructed by the owners of a horse called Pentecost to advertise it for sale in Paris, did so, with the result that the owner of another horse of the same name recovered damages against him for slander to his title; it was held that the action in tort against the agent resulted not from any wrongful act of the principal, but from a circumstance not within their knowledge when they made the request, and hence no right to indemnity would lie: *Hallbrown v. International Horse Agency and Exchange (Limited)* (1903, 1 K.B. 270). Secondly, the agent must act reasonably in defending the proceedings; if he takes any unnecessary steps, relying on his own judgment, he must bear the cost of those steps himself: *Great Western Railway v. Fisher* (1905, 1 Ch. 316). Thirdly, assuming that he is entitled to recover the costs of litigation necessarily defended by him, he is entitled to his costs as between solicitor and client, since such costs have of necessity been incurred by him and are essential to a complete indemnity (*ibid.*, at p. 325). But occasionally an unexpected set of circumstances arises, which confuse somewhat the application of these principles. This has just happened in *Williams v. Lister & Co., Llewellyn Bros. third parties* (1913, W.N. 295). Here a firm of auctioneers seized furniture subject to a hire-purchase agreement, acting on the instructions of the furniture dealers. They were sued in trespass and got their principals joined as defendants by third-party procedure. The plaintiff's action was eventually dismissed for want of prosecution, and the plaintiff was ordered to pay the defendants' costs; but Mr. Justice BAILLACHE refused to order the principal to indemnify his agent against such costs, if not recovered from the plaintiff. The Court of Appeal, however, held that the rule applied just as much to costs incurred by the agent in successful proceedings as in unsuccessful ones, and that the principal must indemnify him for his costs as between solicitor and client.

Words which Injure a Man in his Profession without Reflecting on his Character.

IN AN action of *Paderewski v. Russell*, recently heard before CHANNELL, J., the plaintiff, the eminent pianist, complained that in advertisements of concerts at Bechstein Hall his name had been printed in big letters in such a manner that a casual

reader might think that he was one of the performers, and that it was his only performance during the season. It was suggested on his behalf that his reputation would suffer from the form of advertisement, since he never played with any other artist, and that it would cause him damage if he were advertised as performing at the Bechstein Hall. The learned judge, though strongly disapproving of the form of the advertisements, expressed his opinion that there would be great difficulty in establishing a legal cause of action. In *Ratcliffe v. Evans* (1892, 2 Q. B. 524), BOWEN, L.J., in delivering the judgment of the court, lays down the law as follows: "That an action will lie for written or oral falsehoods, not actionable *per se* or even defamatory, where they are maliciously published, where they are calculated in the ordinary course of things to produce, and where they do produce, actual damage, is established law. Such an action is not one of libel or slander, but an action on the case for damage wilfully and intentionally done without just occasion or excuse, analogous to an action of slander of title. To support it, actual damage must be shown, for it is an action which only lies in respect of such damage as has actually occurred." The difficulty referred to by CHANNELL, J., in maintaining the action in the case under consideration, was probably in the proof of damage to the plaintiff in the way of his profession. This difficulty was obviated by an agreement between the parties, consenting to an injunction against the further publication of the advertisements in the form complained of.

The Real Property and Conveyancing Bills.

THE PROPOSED CHANGES IN REGISTRATION OF TITLE.

I.

THE policy which Lord HALDANE has adopted in the drafting of the Real Property and Conveyancing Bills* appears to be to simplify the systems of private conveyancing and registration of title, and then to let them run side by side. It might be inferred that the system which, after due experience, gives the better results will be allowed to prevail; or, at any rate, that if compulsory registration has fastened itself too firmly on London to be abolished, there will not be further attempts to extend it to the country generally. But this view is probably mistaken. The proposed changes in conveyancing will, indeed, simplify conveyancing off the register; but, if we appreciate the entire scheme correctly, they will also facilitate the conversion of titles into registered titles. Hence, the success of the scheme as regards conveyancing off the register will not necessarily be a barrier against registration. Each part of the scheme must be judged on its merits, and though the two systems may properly be compared, the immediate question is concerned not so much with their relative values, as with the intrinsic merits of the scheme in its two parts. We endeavoured in our former articles to test the advantages of the proposed changes as regards private conveyancing, and the conclusion at which we arrived was given in our issue of the 18th of October. We shall now attempt to do the same with the proposals for amending the system of registration.

The portions of the Bills which deal expressly with registration are Part VI. and Schedule 5, Parts 1 and 2, of the Real Property Bill, and Part II. of the Conveyancing Bill. Part VI. of the former Bill comprises clauses 62 to 81, and introduces important changes in regard to mortgages, conversion into absolute or good leasehold title, rectification and indemnity, bankruptcy, death duties, and other matters. Schedule 5 contains numerous detailed changes in the Land Transfer Acts; Part I. giving the changes in the Act of 1875, and Part II. those in the Act of 1897. The effect of all these changes is, at first sight, bewildering, and it would be impracticable for registration to depend upon the Act of 1875, altered, as it will now be, almost out of recognition. It is intended, however, if the Bills pass, to introduce a fresh Bill, consolidating the law as to registered land, and the same course will be taken as to the

* The Real Property Bill has now been reprinted, with Annotations and with the "Explanatory Statement" prefixed. It is to be obtained at Wyman & Sons, Ltd., Fetter Lane, E.C. 4. 41.

Settled Land Acts, and, we hope, the Conveyancing Acts. So that the present Bills will be the prelude to an extensive scheme of consolidation of real property statute law. Probably it will be found convenient for the amending Bills not to come into operation at all, but for the actual operation of the scheme to await the Consolidating Bills.

Estates capable of registration.—We have said that the scheme for simplifying conveyancing will facilitate the conversion of titles into registered titles, should that be desired hereafter. But there is an immediate advantage in that the underlying principles both of conveyancing and of registration will be identical, and it will become easier for practitioners to work with both systems. This, indeed, is the object which the draftsmen appear to have had in view. The similarity of the two systems consists in the adoption in each of the same proprietary estates—the fee simple and the term of years absolute—and of the same, or nearly the same, superior and inferior interests. But while, for private conveyancing, these are called “paramount” and “subordinate,” in registration they are called “overriding” and “minor.” These latter terms are defined in the Real Property Bill, Schedule 5, Part I., as follow:—

“Overriding interests” mean the interests and powers which are by the Acts—i.e., the Land Transfer Acts, 1875 and 1897, and the Real Property Bill, Part VI.—made paramount to the registered estate, and subject to which registered dispositions are to take effect, and include the matters which are by section 18 [of the Act of 1875] (as amended), or otherwise declared not to be incumbrances.”

“Minor interests” mean the interests not capable of being disposed of or created by registered dispositions, but which may be protected as provided by the Acts.”

In the annotated copy of the Bill it is suggested that the following words should be added to the latter definition:—

“and include all rights and interests which are not registered and are not overriding interests.”

A definition of “registered dispositions” is also given, but we need not quote it here. Generally speaking, they are dispositions which the proprietor is authorized to make and which are registered or noted on the register.

Armed with the above definitions we can turn to Part II. of the Conveyancing Bill, where it is provided that “proprietor” and “proprietary estate” shall have the same meaning as in Part I.—that is, proprietary estates can only be the fee simple or a term of years absolute—and we find the general rule as to registration of estates laid down as follows:—

Clause 41. After the commencement of this Act, proprietary estates shall be the only interests in land capable of being registered and of being disposed of or created by registered dispositions, and all other interests in land (except overriding interests), shall (subject to any express exceptions contained in the Acts), take effect in equity as minor interests.”

Thus, both in private conveyancing and in registration we have the same proprietary estates with corresponding arrangements of other estates and interests as either superior or inferior. Herein lies the similarity between the two systems, a similarity which the draftsmen consider, and, we think, justly, will make it easy for the practitioner to work with either. And in each system there is machinery for protecting the inferior interests—“subordinate” in the one system, “minor” in the other—namely, in conveyancing off the register, by cautions and inhibitions; in registration, either by cautions and inhibitions or by notice on the register. The distinction between the two systems will be that the owner of the proprietary estate will be ascertained in the one by inspection of deeds, and in the other by inspection of the register. The process of inspecting the deeds—in other words, investigation of title—has hitherto been in many cases long and troublesome. The main object of the proposed system of conveyancing is to shorten and simplify the process. When this has been accomplished, the title should be ascertained with nearly as much ease off the register as on it. There will remain in favour of the register the insurance fund, but in practice the loss by fraud is insignificant, and protection, if required, can be obtained by other means than registration.

The system of cautions as proposed for use in private conveyancing does not affect questions of priority, and does not serve

the same purposes as the Middlesex and Yorkshire Registries, (see Conveyancing Bill, clause 36; 57 SOLICITORS' JOURNAL, 818), and we doubt whether suggestions for adding to the scheme provisions for protection similar to that of the Deeds Registries would at present be practical, though the scheme does not necessarily bar such suggestions either now or in the future. It is quite possible that when the two systems of conveyancing on, and conveyancing off, the register come to be worked on the same principles, the alleged advantages of registration will tend to disappear, or, at any rate, it will become evident that they can be attained by reducing the work in the registry and making the functions of the Registrar mainly ministerial. But, as we have said, this is rather a question for the future. The immediate problem is whether the proposed changes in registration will simplify the system and diminish substantially the inconvenience by which it is now attended.

[To be continued.]

Wages During Incapacity.

WHEN the Legislature interferes with the contractual relations of private persons and adds to or modifies their contract by enacting a series of statutory obligations to be performed by one or both parties, there are two devices by which it can achieve this end, and the difference between them has important results in practice. It may, if it likes, say that certain obligations are to be statutory conditions implied in the contract which it is revising and enforceable as such conditions. Or it may say that these same obligations are to be statutory obligations collateral to and independent of the contract, except that, of course, the evidence of the contractual relationship is a necessary condition precedent to their own existence. An example of the former method is found in sections 14 and 15 of the Housing, Town Planning, &c., Act, 1909, which impose upon landlords, in the cases of dwelling-houses under a certain value, the duty of seeing that the house is reasonably fit for human habitation. But this duty is declared by the Legislature to be an “implied condition” in the contract of tenancy; hence no stranger to the contract can enforce it, as was decided in the recent cases of *Ryall v. Kidwell and Sons* (57 SOLICITORS' JOURNAL, 518), and *Middleton v. Hall* (77 J. P. 172). On the other hand, the Workmen's Compensation Act, 1906, imposes on the employer a statutory obligation to pay compensation in certain cases to injured workmen. It does not insert that obligation in the contract as a statutory condition; hence (except as expressly provided by the Act in the case of seamen), a workman who meets with an accident outside the United Kingdom, although his contract by employment was entered into in England, cannot claim the benefit of the statute: *Tomalin v. Pearson & Son (Limited)*, (1909, 2 K. B. 61). It will be seen, therefore, that the selection by Parliament of one or other of these two modes of adjusting rights arising out of a contractual relationship is by no means an immaterial point in deciding its scope.

Now the principle which we have just explained requires to be borne carefully in mind when we consider a question which is beginning to trouble solicitors everywhere—namely, the precise effect which the receipt of sickness benefit by a servant under the National Insurance Act, 1911, has upon the servant's right to receive wages during the period of incapacity. Of course, where the contract has terminated with the incapacitation of the servant, no such right to wages can be claimed, and no difficulty arises. Again, where there exists a custom or practice, either generally or locally, in any employment according to which the persons employed receive full remuneration during periods of disease and disablement, the Insurance Commissioners can make a special order specifying that class of employment and its locality; the effect of which is that employers who choose to do so can, by giving notice to the Commissioners, pay a lower rate of contribution for their employees, who then lose their right to sickness benefit, but are entitled as against the employer to six weeks' wages in full during the period of disablement whether or not their contract has terminated (National Insurance Act, 1911, s. 47). Two special orders under the Act

have, in fact, already dealt with this class of employment. No. 918 of 1912 specifies generally the following employments as coming within the scope of the section, namely: clerks, shop-assistants, warehousemen, resident tutors and governesses, journalists, assistant-ministers, teachers, domestic servants, process servers employed by high bailiffs, and ushers or messengers employed in county courts. No. 919 of the same year adds farm labourers of certain specified kinds in various localities mentioned in a schedule to the Order. But in the case of employments to which these Orders do not apply, or in the case of employments to which they do apply, but where the employer has not availed himself of the option given him by section 47, the Act is silent as to the effect of receiving sickness benefit upon the servant's right to wages. Therefore we have to consider whether any interference with that right is implied in its provisions.

The solution of the problem, we believe, is not quite so difficult as it seems. A contract of service, in the absence of mutual agreement, may terminate in one of three ways: namely, by notice for the customary and contractual period, by repudiation on the part of either treated by the other as a ground for immediate rescission, and by the permanent incapacitation of the servant (*Hall v. Wright*, E. B. & E. 746, 793). After such termination of the contract the wages of the servant cease to be due, but until it terminates they continue payable, and this is so notwithstanding the receipt by the servant of benefits under the National Insurance Act, 1911. This seems to follow from the fact that the statutory rights and obligations of servant and master under the National Insurance Act are not a part of the contract between master and servant at all. The servant's right to receive benefits is a right against his friendly society or the Insurance Commissioners, not against the employers. The master's duty to pay contributions is a duty towards the Insurance Commissioners, although, under section 70, if the servant suffers special damage through the master's default in performing this statutory duty, the servant can take civil proceedings against him. It seems, then, that the contractual rights of master and servant against one another are not affected in any way by the Act; there is here, not a variation of their rights by statute (as in the case of the Housing and Town Planning, &c., Act, 1909, ss. 14 and 15); what the Legislature has done is simply to compel all employed persons to effect a certain kind of insurance, and to use the employer as its instrument for getting this done. Now a servant privately insured against sickness would not lose his right to wages merely because he is reaping the reward of his providence by drawing sickness benefit from his insurance company; and when he is compulsorily insured under the statute the position would seem to be exactly the same.

There is a decision under the Workmen's Compensation Act, 1897, however, which at first sight seems in conflict with this view: *Elliot v. Liggins* (1902, 2 K. B. 84). There a workman employed by the week met with an accident that partially disabled him, and by agreement he received compensation in pursuance of the statute. Some time after this agreement his employer gave him a week's notice to terminate his employment—apparently a quite unnecessary act, since the employment had *ipso facto* terminated with his incapacitation. He claimed to receive wages from the date of the accident to the date of the notice, although during this period he had been in receipt of compensation. The court held that he was disentitled to recover on the simple and obvious ground that the compensation he receives is given him by the statute in lieu of the wages which he has been prevented from earning by the accident. But no such principle applies to the case of sickness benefit under the National Insurance Act; it is not paid by the employer, and its amount is not based on the amount of the servant's earnings.

We think, therefore, that a servant's right to wages continues, notwithstanding receipt of sickness benefit, until the termination of the period of service. Apart from notice, however, such termination may take place by operation of law through the occurrence of the illness. Permanent illness is an "incapacitation" of the servant and automatically terminates the contract the moment the incapacitation commences: *Boast v.*

Firth (L. R. 4 C. P. 1). On the other hand, temporary illness does not terminate a contract of service, unless the illness puts an end to the engagement from a business point of view and frustrates its object: *Cuckson v. Stones* (28 L. J. Q. B. 25); *Jackson v. Union Marine Insurance Co.* (10 C. P. at p. 155). In the case of ordinary business employees this is obviously not the case, nor is it with domestic servants. In cases of temporary illness, therefore, employers must give the proper period of notice and pay wages until it expires. Since it is often not possible to say at first whether any illness is temporary or permanent, as a matter of precaution employers might, apart from other considerations, give notice in every case of illness. And, of course, there is nothing in the statute which prevents an employer from expressly stipulating, when he engages a servant, that he is not to be liable for wages during the period when the latter receives sickness benefit.

Reviews.

Mortgages.

THE PRINCIPLES OF THE GENERAL LAW OF MORTGAGES. By J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law. Second Edition. Sweet & Maxwell (Limited). 7s. 6d. net.

Mortgages have always furnished one of the chief heads of equitable jurisdiction, and the subject is full of subtleties which give food for reflection both to the student and practitioner. Notable are rules like "Once a mortgage always a mortgage," and the various applications of the doctrine of consolidation. The former has afforded one of the most fertile subjects of litigation in recent years, and Mr. Strahan, at pp. 31 to 39, gives an interesting summary of such cases as *Salt v. Marquis of Northampton* (1892, A. C. 1) and *Noakes v. Rice* (1902, A. C. 24); and the possibilities of judicial decision do not seem to be exhausted. The question of whether debentures are within the rule against clogging the equity is now, we believe, under consideration in the House of Lords in *Kreglinger & Co. v. New Patagonia Meat Co.* (29 T. L. R. 393). And the cases on consolidation, including *Jennings v. Jordan* (6 A. C. 698) and *Pledge v. White* (1896, A. C. 187), are conveniently classified. There is a useful chapter on the statutory provisions relating to mortgages, including the Statutes of Limitation, the Real Estate Charges Acts, and the Conveyancing Acts.

Maxims of the Law.

A COLLECTION OF LATIN MAXIMS AND PHRASES LITERALLY TRANSLATED. INTENDED FOR THE USE OF STUDENTS FOR ALL LEGAL EXAMINATIONS. By JOHN N. COTTERELL, Solicitor and Notary Public. Third Edition. Stevens & Haynes. 5s.

The law has been to a very large extent built up on maxims, and Mr. Cotterell has usefully collected these in the present volume, at the same time pointing out their application and giving references to leading cases in which they have been recognized. Sometimes the Latin sounds unfamiliar. *Rex peccare non potest* is, of course, always quoted in its English form. And so with *Æquitas factum habet quod fieri oportuit*. But in other cases, such as *Respondet superior*, *Ex nudo pacto non oritur actio*, *Expressio unius est exclusio alterius*, *Qui prior est tempore potior est jure*, and *Quicquid plantatur solo, solo cedit*, the Latin remains as a convenient statement of a principle. Of leading cases which illustrate maxims, perhaps one of the most interesting is *Armorie v. Delamirie* (1 Sm. L. C. 11th ed. 356), where the goldsmith who detained a jewel from the finder, had to pay a fancy value on the principle *Omnia præsumuntur contra spoliatorem*. Mr. Cotterell's book is a handy guide to maxim-law for students and practitioners.

Arbitrations.

A TREATISE ON THE LAW AND PRACTICE OF ARBITRATIONS AND AWARDS. FOR SURVEYORS, VALUERS, AUCTIONEERS, AND ESTATE AGENTS. By JOHN P. H. SOPER, B.A., LL.B., Barrister-at-Law. SECOND EDITION, REVISED AND ENLARGED WITH SEVERAL NEW CHAPTERS, by J. DAWBARN YOUNG, Barrister-at-Law, Associate of the Surveyors' Institute. The Estates Gazette (Limited). 7s. 6d. net.

The interference by the State with private ownership of land makes arbitration and valuation a subject of increasing importance, and the present work, in which these subjects are treated in a practical and comprehensive manner, contains references to recent statutes, such as the Housing, Town Planning, &c., Act, 1909, the Development and Road Improvement Funds Act, 1909, the Agricultural Holdings Act,

1908, the Small Holdings and Allotments Act, 1908, and the Finance Act, 1910. And the present edition has been improved both in regard to the arrangement of the subject-matter and by increased references to reported cases; and an appendix of Forms and Precedents has been added. Primarily, the book is intended rather for surveyors and valuers than lawyers, but we imagine that, where the services of a solicitor are required, they will find it equally useful. Thus the chapter on References by Consent contains valuable guidance as to the conduct of an arbitration, including the evidence and the manner in which it should be submitted to the arbitrator. In Part IV, on Statutory Arbitration, the editor has given in separate chapters an account of the proceedings under the Lands Clauses Acts, the Agricultural Holdings Act, and other special statutes.

Books of the Week.

Digest.—Mews' Digest of English Case Law Quarterly Issue, October, 1913. By JOHN MEWS, Barrister at Law. Stevens & Sons (Limited). Sweet & Maxwell (Limited). 5s. Annual Sub. 17s.

Law Magazine and Review, November, 1913. Jordan & Sons (Limited). 5s. Annual Subscription 12s.

Legal History.—Law and Politics in the Middle Ages. By EDWARD JENKS, M.A., B.C.L. Barrister at Law. John Murray. 12s.

Debentures.—The Debenture. Its Use and Abuse. A Lecture delivered under the auspices of the Secretaries' Association at Winchester House, E.C., November 4th, 1913. By HERBERT W. JORDAN, Managing Director of Jordan & Sons (Limited).

Correspondence.

Conveyancing Etiquette and Practice.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The question as to the proper form in which replies to requisitions on title should be delivered, that has been recently discussed in your paper, may probably be of some academic interest, but is there any substance in it?

I cannot understand how it can matter to a purchaser's solicitor in one case in 10,000 whether he gets a copy of his requisitions with the answers, or the original requisitions with the answers appended. In the unlikely case of the requisitions being inaccurately copied he surely has his draft.

The common practice, as stated in the Law Society's Red Book, appears to me to be the most convenient. The vendor's solicitor writes his draft answers on the paper containing the requisitions as sent and has a copy of requisitions and replies made and forwarded to the solicitor for the purchaser. It very frequently happens that the reply is far more lengthy than the requisition, and it would be impossible to squeeze it into the space left for it opposite to the requisition which has given rise to it; and where this is the case with respect to two or three consecutive requisitions, it would, if the original requisitions are to be returned, be necessary to add separate papers as riders, or make some such undesirable arrangement. I have had some considerable experience extending over more than half a century, and one not altogether confined to a single district, and I have very seldom seen the plan which you and your correspondent "Juvenis" advocate adopted, and with very great submission it strikes me its general adoption would be very inconvenient.

Hereford, Nov. 3.

H.

[Our correspondent's opinion is entitled to every respect, and we think we may regard it as overruling our contrary suggestion and closing the discussion.—ED. S.J.]

Suing in German Courts.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In the course of a good many conferences with English solicitors I got to notice a more or less deep-rooted belief that it is necessary for you, if you want successfully to sue someone in a German court, to go over there for the purpose of proving your claim in the German court. Very often that belief was coupled with the equally erroneous assumption that it was quite as well to sue out a judgment in the English courts, which it was generally taken for granted would be enforced in Germany in some way or other.

When I explained the real position as to both points it was found usually that the English client was left without satisfaction, as English judgments are neither enforced nor even recognized in Germany, and as in most cases the time for bringing a fresh action in Germany, as allowed by German law, had expired.

I do not propose to lecture my English colleagues on German law

and practice, but, as I think, in the interest of English litigants, this very common and fundamental error should be cleared away, I venture to say a few words about it in your columns.

According to German law of procedure parties cannot be heard as witnesses on oath at all. Where other instruments of evidence fail, each party in the discharge of his burden of proof may put his opponent on his oath in respect of articulated facts relevant to the issue. Again, where a party has given *prima-facie* evidence, the court may allow him in the proper cases to corroborate that evidence by his oath. Those of your readers who are acquainted with French procedure will probably bow as to an old acquaintance when reading the foregoing.

Any such oath, however, may be taken before a German Consul properly authorized by the Imperial Chancellor, and by an order of the High Court under the Foreign Tribunals Evidence Act, 1856. Accordingly, there is no necessity for an English claimant to refrain from suing his debtor in Germany for fear of the supposed necessity to prove his claim there in person.

W. L. ROTHCHILD.

79, Lancaster-road, Notting Hill, W., Nov. 3.
[We are obliged to our correspondent for his letter. The information which he gives should be found useful.—ED. S.J.]

Income of Retained Securities.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—May I venture to suggest that one sentence in your interesting notes on *Re Cooke's Settlement* requires qualification? You say on the authority of *Re Bates* (1907, 1 Ch. 22), that "the tenant for life" (of retained investments) "is entitled to take the income in specie." Certainly it was so held in *Re Bates*, but that was not a case of a trust for sale. In *Re Chaytor* (1903, 1 Ch. 233) it was decided that, where there is a trust for sale, a power to retain existing investments does not give the tenant for life the right to enjoy the whole income of retained investments. Either this decision is inconsistent with *Re Bates*, or there is a distinction between a trust for sale and a simple gift to persons in succession. Does this distinction lie in the fact that in the case of a trust for sale, what is given to the tenant for life is, expressly, the income of the invested fund, while in the other case the gift is of the legacy or residue itself to A for life, and so forth, and, while an intention of immediate conversion and investment is presumed, yet anything which qualifies the duty to convert also qualifies the interest taken by the tenant for life and remainderman.

C. C. T.

Sutton, Surrey, Nov. 3.

[We have assumed that the presence of a trust for sale is immaterial, and that *Re Bates* in effect overruled *Re Chaytor* and reverted to the rule in *Re Shelton* (39 Ch. D. 50), but as this does not seem to be clear and the matter is one of importance, we propose to consider it again at an early date.—ED. S.J.]

CASES OF THE WEEK.

Judicial Committee of the Privy Council.

KLEINERT v. ABOSISO GOLD MINING CO. (LIM.).

16th and 28th Oct.

SALE OF GOODS—REMOVAL OF CRUSHED ROCK—BUYER PREVENTED FROM FULFILLING CONTRACT BY FAILURE OF SELLER TO DO HIS PART—CLAIM BY BUYER FOR DAMAGES.

The plaintiff contracted with a mining company to remove waste rock then lying in the waste dump at the mine within a period of two years, provided it did not exceed 50,000 tons, the company to provide a crusher, and the rock so crushed to be put on rails and made available for sale. The crusher provided was capable only of crushing three tons per hour, and as the company never did anything to put it in a condition to do more, the work, owing to the incapacity of the crusher, had to be stopped. The plaintiff claimed damages.

Held, that as it appeared from the written contract that both parties had agreed that something should be done, which could not effectually be done unless both concurred in doing it, although there were not express words to that effect in the contract, it must be construed as meaning that each party had agreed to do all that was necessary to be done on his part for the carrying out of the work. The defendants had failed to provide an adequate crusher, and had therefore failed to carry out their part of the contract.

Mackay v. Dick (6 App. Cas 251) followed.

Appeal by the plaintiff in an action from a judgment of the Supreme Court of the Gold Coast Colony. The plaintiff, the present appellant, is a contractor and builder in West Africa, and carries on also a stone supply business. On the 15th of October, 1909, he entered into a contract with the defendants with regard to the removal of waste rock then lying in the waste dump at the Abosiso Mine. The contract

was a carefully-worded document, containing mutual stipulations. It was, speaking generally, to arrange for the removal of the waste rock in the dump for a period of two years, provided it did not exceed 50,000 tons, and to provide for the crushing of that rock, the rock so crushed by them to be put on rail and made available for sale. The contractor was to pay 4d. a ton for all rock removed. The company were to furnish electric power and machinery for crushing the rock, for which service they would receive 4d. per ton of rock dealt with. They were to have the right to take such crushed rock by weight on paying 3s. per ton; and they were also to allow the use of their line from the mine to the railway station and provide haulage all for a sum of 6d. per ton. The plaintiff alleged that he made preparation for the work, and began it, but that he was unable to continue it, owing to the fact that the crusher supplied by the company worked inadequately, being able only to turn out three tons of crushed rock per hour. The defendants would not put the crusher into a state to do more, and consequently the work had to be abandoned. The learned judge at the trial gave judgment for the defendants, who pleaded that the contract was not one for the crushing of 50,000 tons in two years, but for the carrying away of waste rock (crushed or uncrushed) not exceeding 50,000 tons in that time. He held that there was no stipulation in the contract as to the amount of tons which the crusher should crush, and the defendants having supplied a crusher, there was no default on their part. It followed that the contract had not been broken by them, and consequently no damages could be claimed. The full court of the Supreme Court of the Gold Coast Colony affirmed that decision, and the plaintiff appealed to their lordships' board.

The arguments were heard before a board consisting of Lord DUNEDIN, Lord SHAW, Lord MOULTON, and Sir SAMUEL GRIFFITH and judgment was reserved.

Lord DUNEDIN, who delivered the judgment of the committee, said: It was argued for the respondents that it was not necessary that all the waste rock should be crushed. Seeing that the only market was for crushed rock, and that the right to use the railway line and obtain the haulage to get the rock away from the mine applied only to crushed rock, he thought there was no substance in it, especially in view of the fact that the plaintiff was under contract to supply crushed rock to the Harbour Board. He thought the rule to be applied in the construction of contracts such as this was tersely expressed by Lord Blackburn in *Mackay v. Dick* (6 App. Cas. 251), where he said, "... as a general rule ... where in a written contract it appears that both parties have agreed that something shall be done, which cannot effectually be done unless both concur in doing it, the construction of the contract is that each agrees to do all that is necessary to be done on his part for the carrying out of that thing, though there may be no express words to that effect." The judgment would be reversed and the case sent back, in order that damages might be awarded. The damages which the plaintiff was entitled to would fall under two heads: (1) Expense to which he was put in making preparations for the work which had been rendered useless by the impossibility of continuing the work, owing to the inadequacy of the crusher supplied. (2) Loss of profits which otherwise he would have earned, by supplying the crushed stone to the Harbour Authority, to whom he had an obligation to supply crushed stone for the works then in hand. The respondents to pay the costs of this appeal and of the proceedings in the courts below.—COUNSEL, for the appellant, *Sir Robert Finlay, K.C.*, and *Horace Douglas*; for the respondent company, *George Wallace, K.C.*, and *A. H. Chaytor*. SOLICITORS, for the appellant, *Wynne-Baxter & Keeble*; for the respondents, *Coward, Hawkley, Sons & Chance*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

LONG AND OTHERS v. GRAY AND OTHERS. No. 1.
23rd and 24th Oct.

COVENANT—RESTRICTIVE—BENEFIT—COVENANT RUNNING WITH LAND—“NEGATIVE EASEMENT”—COVENANT ENFORCEABLE IN EQUITY.

Purchasers of land sold in plots for building in 1880 entered into restrictive covenants with the tenant for life of a settled estate, who had the legal estate therein, and the trustees, who had only a power of sale. There was no general building scheme applicable to the estate as a whole, but similar covenants were entered into by purchasers of property in the same road.

Held, that the benefit of the covenant ran with the land in equity in the same manner as a negative easement, and that an adjoining owner was entitled to enforce the covenant against a purchaser and his tenant, although the original legal estate of the covenantor had ceased to exist.

Rogers v. Hosegood (1900, 2 Ch. 388) applied.

Appeal from a decision of Warrington, J., granting an injunction restraining the defendants from carrying on, or permitting to be carried on, the business of a boarding-house at No. 18, Cambridge-road, Hove, Sussex. The property formed part of the Goldsmid estate, which passed under the will of Sir Isaac Goldsmid, who died in 1853, and was thereby settled upon legal limitations, the trustees taking no estate, but only a power of sale. By a conveyance dated the 24th of June, 1880, made between the trustees, Sir Julian Goldsmid, the then tenant for life, and Selina Barnston, operating as an appointment to the use of the purchaser, No. 16, Cambridge-road, was conveyed to S. Barnston,

in fee, and by a deed of even date she covenanted with the tenant for life, and as a separate covenant with the trustees, to use the property as a private dwelling-house only, and not to carry on upon it any trade, business, or calling whatsoever. In September, 1880, a similar conveyance was executed of No. 18 to Reynolds, a builder, who had contracted to purchase seven plots in the road, and a similar covenant entered into by him. The defendant Gray was the owner of No. 18, and had let the premises to the defendant Shelley, who, with the concurrence of Gray, was carrying on the business of a boarding-house keeper, and had painted the words “Boarding Establishment” on the fanlight of the front door. The plaintiffs other than Long, who had died since the action was commenced, were the trustees of the fee of No. 16, and Osmund d’Avigdor Goldemid, the present tenant for life of the Goldemid estates under a settlement of 1907. The defendants pleaded that there being no building scheme in connection with the Goldsmid estate, and the Goldsmids having parted with all their interest in Cambridge-road, there was no one entitled to enforce the covenant. In the alternative they said that the plaintiffs, having acquiesced in breaches of similar covenants on other parts of the Goldsmid estate, were not now entitled to enforce the covenant sued upon. At the trial it was proved that many of the houses in Brunswick-road and York-road, adjoining Cambridge-road, and originally part of the Goldsmid estate, were carried on as boarding-houses, but none in Brunswick-road other than that of the defendants. The defendants also relied on change in the character of the neighbourhood.

COZENS-HARDY, M.R., having stated the facts and read the covenant, said that the question was whether there was anyone entitled to enforce that covenant. The appellants contended that the plaintiffs did not claim through any person entitled under Sir Isaac Goldemid’s will, but by title paramount, and that the covenant was not entered into with anyone possessed of the legal fee, and therefore could not be enforced. He thought it was not open to the court to assent to this view. In the case of *Child v. Douglas* (2 Jur. N. S. 950), in 1854, Hall, V.C., held that, although the appointees were in exactly the same position as they were here, the covenant operated for the advantage of all persons entitled under the settlement. It was true that the Court of Appeal in that case dissolved the injunction, but for reasons which had nothing to do with the point under consideration. The matter, however, did not rest there. In *Rogers v. Hosegood* (1900, 2 Ch. 388), a case which had been relied on by the appellants, Collins, M.R., in delivering the judgment of the court, said that a restrictive covenant might be compared to a negative easement. *London and South-Western Railway v. Gomm* (20 Ch. D. 562, 582) was an authority to the same effect. But then it was said that there could not be an easement without a legal owner to grant it. But here it was impossible to look at the transaction without seeing a manifest intention that the benefit of the covenant should enure to the owners of the adjoining houses. Moreover, the covenant was entered into not only with the tenant for life, but also with the trustees, who then alone had the power of sale. No case of acquiescence in a breach of covenant could be suggested against the owners of the houses in Cambridge-road. He thought that the fact that one of the covenantees, d’Avigdor Goldsmid, was still living went to shew that there was a person who at the date of the conveyance was interested in No. 18, and was still entitled to sue. Under those circumstances he thought the decision of the learned judge was perfectly right, and the appeal must be dismissed with costs.

SWINEN EADY, L.J., who said that the law of restrictive covenants had considerably developed since the date of the decision in *Spencer’s Case* (1583, 1 Sm. L. C. 55), and referred to *Re Nisbet and Pott’s Contract* (1906, 1 Ch., at p. 403), where the court adopted the view of Jessel, M.R., in *London and South-Western Railway v. Gomm* (supra), and

PHILLIMORE, L.J., delivered judgment to the same effect.—COUNSEL, *Jessell, K.C.*, and *C. J. Mathew*; *Cave, K.C.*, and *John E. Harman*. SOLICITORS, *C. R. Sawyer & Withall*, for *J. C. Buckwell*, Brighton; *Wigam, Champemoune, & Prescott*, for *Fitzhugh, Woolley, Baines, & Woolley*, Brighton.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

BOLAM (Applicant) v. ALLGOOD (Respondent). No. 2. 30th Oct.

TITHES—SCHEME FOR TRANSFER OF TOWNSHIPS FROM ONE PARISH TO ANOTHER—PROVISIONS FOR VICAR OF ENLARGED PARISH—GRANT OF “OTHER ECCLESIASTICAL DUES, OFFERINGS AND EMOLUMENTS”—QUESTION WHETHER TITHE INCLUDED—PLURALITIES ACT, 1838 (1 & 2 VICT., c. 106), s. 26.

Under a scheme approved by an Order in Council in 1909 for the purpose of transferring two townships which then formed part of the parish of E to the parish of I, drawn up under section 26 of the Pluralities Act, 1838, which provided that “from and after the passing of any Order in Council carrying this scheme into effect, the incumbent of the said parish of I shall have exclusive cure of the souls within the limits of the said districts now part of the parish of E and proposed to be annexed to the parish of I, and the fees for marriages, churchings and burials, and other ecclesiastical dues, offerings, and emoluments arising from the said districts shall thenceforth belong to the incumbent of the said parish of I, to which such district shall have been annexed.” the question arose whether the tithes passed to the incumbent of E under the concluding words “other ecclesiastical dues,” &c.

Held, that the words must be read ejusdem generis with the words preceding, and therefore that the tithe did not pass under them.

Decision of Divisional Court (108 L. T. 461, 29 T. L. R. 208) affirmed.

Appeal by the respondent against an order of the Divisional Court, which affirmed (Lush, J., dissenting) a judgment of the judge of the Newcastle County Court in favour of the applicant for £56 10s. 6d. The application was made by W. J. Bolam, as agent for the Rev. A. Gooderham, vicar of Eglington, for an order for the recovery of a sum alleged to be due in respect of tithe rentcharge issuing out of certain lands belonging to R. L. Allgood, the respondent to the application. The claim was made under an Order in Council to transfer for ecclesiastical purposes the two townships of Brandon and Branton, then part of the parish of Eglington, to the parish of Ingram. After this scheme was passed the vicar of Eglington still claimed to be entitled to the tithe rentcharge issuing out of lands situated in Brandon and Branton; the claim was resisted on the ground that the tithe had passed to the vicar of Ingram, and therefore he was not bound to pay it to the applicant. The county court judge gave judgment for the applicant for the payment of the sum claimed. The respondent appealed to the Divisional Court. The court differed. Lush, J., held that the words "other ecclesiastical dues, offerings and emoluments" must not be construed as being *ejusdem generis* with the preceding words, which related to payments for personal services rendered; that *prima facie* the words "other ecclesiastical dues, offerings and emoluments" would pass the tithe, and that there was nothing in the scheme indicating that a restricted meaning was to be attached to them. Ridley, J., held that no such intention was apparent from the scheme, and that consequently the words must be construed as being *ejusdem generis* with the words preceding them, with the result that the tithe was not included. Accordingly the appeal was dismissed. The respondent appealed.

The COURT (VAUGHAN WILLIAMS, BUCKLEY, and KENNEDY, L.J.J.) dismissed the appeal for the reasons given by Ridley, J.—COUNSEL, for the appellant, *Luxmoore*; for the respondent on appeal, *Bailey*. SOLICITORS, *Clayton & Gibson*; *R. Middlemas*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Re THE MIDLAND EXPRESS (LIM.). PEARSON v. THE COMPANY.
No. 1. 24th and 27th Oct.

COMPANY—DEBENTURES—FLOATING CHARGE—PARI PASSU—PAYMENT OF INTEREST TO SOME DEBENTURE-HOLDERS DOWN TO A LATER DATE THAN OTHERS—WINDING-UP—DEFICIENCY OF ASSETS—DISTRIBUTION OF AVAILABLE ASSETS RATEABLY—CLAIM BY OTHER HOLDERS TO RECEIVE ARREARS OF INTEREST.

A company issued a series of debentures, creating a floating charge on its property, to rank *pari passu* "without any preference or priority over one another." The business of the company becoming increasingly unprofitable, interest was paid for some years to certain debenture-holders only, the others refraining from pressing for it. Upon a winding-up the assets proved insufficient for repayment in full, and the latter holders claimed to have their payments of interest equalized with the former before any further distribution.

Held, that the assets must be distributed rateably among all the debenture-holders, according to their claims for principal and interest due at the date of the master's certificate, and without any prior equalizing of interest.

Decision of Sargant, J., affirmed.

Appeal from a decision of Sargant, J. (reported 57 SOLICITORS' JOURNAL, 446; 1913, 1 Ch. 499), given on the further consideration of a debenture-holders' action. The company had issued £70,000 worth of debentures bearing interest at 5 per cent., about half of which were held by members of the Tangye family, and the remainder by C. A. Pearson and the Daily Express Co. (Limited). The debentures were in the usual form, the company covenanting to pay principal and interest half-yearly, subject to the conditions endorsed thereon. Condition 1 stated that the debenture was one of a series, all to rank *pari passu* as a first charge on the property thereby charged without any preference or priority over one another, and such charge to be a floating security. By condition 11 the holder might appoint a receiver at any time after the moneys secured became payable, such receiver to have power to take possession of the property charged, to carry on the company's business, and to sell any of the property charged, and all moneys received by such receiver were, subject to the provisions of the Conveyancing Act, 1881, s. 24 (3) to be applied in or towards satisfaction *pari passu* of the debentures. No trust deed had been executed. The company ceased to make any regular payments of interest on its debentures after November, 1902, but the members of the Tangye family had received most of the interest due to them down to October, 1906, since when no interest had been paid to any debenture-holder. In October, 1910, C. A. Pearson and the Daily Express Co. (Limited) charged their debentures with repayment to the Darwen Paper Mill Co. (Limited) of sums amounting to over £10,000. An order having been made in the action for the winding-up of the company, the property subject to the debentures was sold, and realised £12,464 only. On further consideration the Darwen Paper Mill Co. claimed to have all payments of arrears of interest equalised as between the debenture-holders, before final distribution, in accordance with a statement made in the Annual Practice, 1913, at p. 961, a contention opposed by the Tangye family. Sargant, J., held that the amounts due on the debentures for principal and interest ought to be calculated down to the 22nd of July, 1912, the date of the master's certificate, and the assets distributed *pro rata* in accordance with such amounts. The Darwen

Paper Mill Co. appealed, and counsel for the appellants relied on an unreported case of *Spence v. McNab* before Warrington, J., in 1910.

The COURT dismissed the appeal without calling upon counsel for the respondents.

COZENS-HARDY, M.R., said the appeal raised a point which it might have been thought had been settled long ago. The company had borrowed money on debentures, but there was no trust deed. Condition 1 of the debentures stated that they were all to rank *pari passu* as a first charge without any priority, and such charge was to be a floating security. The company got into difficulties, the property was realised, and there was not enough to pay off all the debentures in full. But some of the debenture-holders had received interest due to them, some time before the crash came, down to a later date than others, who from a desire not to press the company did not enforce payment of their interest, and the latter now contended that those who had received to a later date, ought not to receive any payment until the other debenture-holders had received their back interest to the same date. The position of a debenture-holder was not that of a *cestui que trust*, but of a mortgagee, or one of several contributory mortgagees. Was there any impropriety in paying interest in the Tangyes alone? Clearly not: the interest was due and payable, it was a proper payment authorized by the debenture itself, because the debenture was a floating security. In *Illingworth v. Houldsworth* (1904, A. C. 355) Lord Halsbury said that the purport of an instrument creating a floating security was to enable the company to carry on its business in the ordinary way without being affected by it, exactly as if the deed had not been executed at all. Here the company in the course of its business made this payment of interest to a debenture-holder who asked for it. That was a proper payment, which could not be recovered from the debenture-holder. The critical date was the date when the floating charge crystallised, and the winding-up order was made, and the proper course was to take the amount then available and divide it equally among all the holders *pro rata*. As matters were on that date, so must the distribution be regulated. The unreported decision of Warrington, J., to the contrary must be taken to be overruled. The appeal would be dismissed with costs.

SWINFEN EADY, L.J., who referred to *Wilson v. Porter* and *Mitchelson v. Piper* (8 Simon 63, 64), dealing with the administration of estates of deceased persons where it was held that the critical date was that of the death, and

PHILLIMORE, L.J., delivered judgment to the same effect.—COUNSEL, *A. Grant*, K.C., and *W. M. Cann*; *Gore-Brown*, K.C., and *J. E. Harman*. SOLICITORS, *Haslam & Sanders*, for *Hindle, Son, & Cooper*, *Darwen*; *E. Flux*, *Leadbitter*, & *Neighbour*, for *Slater & Co.*, *Darlaston*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re LINDREA. LINDREA v. FLETCHER AND OTHERS.

Sargant, J. 22nd Oct.

STATUTE OF FRAUDS (29 CAR. 2, c. 3)—MEMORANDUM IN WRITING—CONSTRUCTION OF MEMORANDUM "I AGREE TO GIVE £150 A YEAR, AND I HOPE A BIT MORE"—ANNUITY OR ALLOWANCE—PERIOD OF—MERE EXPRESSION OF INTENTION TO GRANT ALLOWANCE—TERMINATION AT DEATH OF GRANTOR.

On the day before his daughter's wedding the father wrote to his future son-in-law and said: "My dear Bert,—When you marry my daughter Lydia I agree to give £150 a year, and I hope a bit more." The marriage took place, and the £150 was paid each year till the death of the testator, whose executors now applied to have the document construed by the court.

Held, that the document was only an expression to his prospective son-in-law of an intention on the part of the father that he would make his daughter an allowance of £150 a year, to be payable during the joint lives of the father and his daughter.

Ex parte Annandale, Re Curtis (1834, 4 Deacon and Chitty, 511), followed.

Llanely Railway and Dock Co. v. London and North-Western Railway Co. (1875, L. R. 7 H. L. 550) distinguished.

This was a summons by the executors of the will of T. T. Lindrea to have it determined whether under a certain letter, in writing, dated the 17th of September, 1907, and signed by the testator, and addressed to his son-in-law, his son-in-law and his wife, or one and which of them are or is entitled to receive out of the testator's estate an annuity of £150 during the joint lives of the daughter and son-in-law, or for some other and what period. The letter, which was written by the testator on the day before his daughter's marriage to the son-in-law, is stated in the judgment. The marriage took place, and during the lifetime of the testator the sum of £150 was regularly paid each year. The arguments of the various counsel are sufficiently indicated in the judgment.

SARGANT, J.—This is a point which really arises in the administration of the estate of Thomas Tucker Lindrea, and his executors desire the direction of the court as to their liability to persons claiming as creditors thereunder. On the day before the marriage of the deceased's daughter Lydia, the testator wrote the letter as follows to her intended husband: "Grand Hotel, Eastbourne, 17/9/07. My dear Bert,—When you marry my daughter Lydia I agree to give £150 a year, and I hope a bit more. —Yours ever, (sigd.) TOM LINDREA." The sum of £150 has, in fact,

been paid each year down to the time of the death of the testator. It has been argued before me that the extent of the liability under this document may be one of three or four kinds: (1) The document may amount to an agreement to give a sum of money which would produce an income of £150 for ever; (2) the document may be an agreement to pay the sum of £150 per annum during the joint lives of the daughter and her husband irrespective of the duration of the life of the testator, and accordingly continuing to be payable out of his estate after his death; (3) the document may be an agreement to pay to the daughter an annuity of £150 irrespective of the duration of the life of her father; (4) the document may be an agreement to pay the daughter a sum of £150 per annum during the joint lives of herself and her father. Before I deal with these various contentions I wish to dispose of a point which has been raised by counsel on behalf of the estate—namely, that the agreement is not enforceable at all, because it does not comply with the requirements of the Statute of Frauds (29 Car. 2, c. 3), in that it is not sufficiently definite in its terms, and in particular that the duration of the agreement is not defined. I agree that the duration of the agreement is not defined until the court has construed the document; but after the court has construed the document that difficulty is gone. The other point raised by Mr. Stafford Crossman on the Statute of Frauds is that the name of the payee is not stated; but I hold that in this respect the document is sufficient to satisfy the statute, for the payee must be taken to be the person to whom the letter was written—the person referred to as "Bert"—that is to say, the husband, and on the whole I think there is a sufficient definition of the payee in this case. When I come to consider the true meaning of the obligation created by this letter I brush aside the suggestion that it means that a capital sum shall be set aside sufficient to raise the sum of £150 per annum income for ever. The case that was put forward in support of this contention was *Llanelli Railway and Dock Co. v. London and North-Western Railway Co.* (ubi supra), and I hold that that case is not applicable to the present case. That was an agreement between two railway companies, and the distinctions are many and obvious between such an agreement and the document under consideration. Nor can I seriously entertain the second contention that this document amounts to an agreement to pay the sum of £150 per annum during the joint lives of the daughter and her husband. I am accordingly left with the two contentions as to whether this £150 is payable during the whole life of the daughter, or during the joint lives of the father and his daughter. Now, in order to determine this question, I lay great stress on the word "give," and on the last part of the letter—namely, the words "and, I hope, a bit more." These last words are, in my opinion, very important. They at least indicate that the testator himself contemplated giving something in the nature of an extra allowance during the joint lives of himself and his daughter. This extra allowance could clearly only be during the lifetime of the testator. Now, if we look at the first part of the letter it is clear that each part of the gift, so to speak, is to be during the same period. The duration of time as to the first gift and the extra allowance contemplated is to be the same. These words, therefore, assist me in arriving at the conclusion that the father is really intending to tell his daughter's future husband what he is going to make in the way of an allowance to his daughter. I accordingly come to the conclusion that this was only a contract to pay £150 per annum to the daughter during the joint lives of her father and herself. This case before me is extremely like the case of *Ex parte Annandale, Re Curtis* (1834, 4 Deac. & Chit. 511). In that case the father said: "I promise you, until it is convenient to me to do something better for you, to allow my daughter £100 a year, which you can have as you may require"; and it was there held that the contract was to pay during the joint lives of the father and daughter. I accordingly decide here that, assuming all arrears have been paid up to the date of the death of the testator, his estate is now discharged from any obligation under this document.—COUNSEL, *Attwater; Stokes; Stafford Crossman.* SOLICITOR for all parties, *C. S. Giddens for Bush & Bush, Bristol.*

[Reported by L. M. MAY, Barrister-at-Law.]

LIBRACO (LIM.) v. SHAW WALKER (LIM.). Warrington, J. 20th Oct.

COPYRIGHT—CARD-INDEX SYSTEM—"LITERARY WORK"—COPYRIGHT ACT, 1911 (1 & 2 Geo. 5, c. 46), ss. 1, 35.

A firm devised and sold a card-index system suitable for use for a particular purpose. The cards bore only such words as "name," "address," and did not bear any particular arrangement of words.

Held, that the card-index system was not a literary work within the meaning of section 35 of the Copyright Act, 1911, and therefore could not be the subject of copyright.

This was an action for infringement of copyright. The plaintiffs were manufacturers of office and library furniture and requisites, and makers of card-index and filing systems, and the defendants carried on a similar business. The plaintiffs, in connection with the working of the National Health Insurance Act, 1911, invented a complete outfit for the use of the employers of labour, consisting of a box in which a number of cards of different colours and with different headings were inserted. It was what was generally known as a card index system, and was arranged to enable the employer to find readily the card of a particular employee. The plaintiffs alleged that the defendants had infringed their copyright in the work by publishing, selling and circulating a similar contrivance relating to the National Insurance Act.

WARRINGTON, J., said that the question which he had to determine was whether the alleged subject-matter of copyright was or was not a

literary work within the meaning of section 1 of the Copyright Act of 1911. By section 35 of that Act literary work included maps, charts, plans, tables, and compilations. It was clear that a card, if the matter written on it was capable of copyright, might be a literary work. The mere fact that it was only a card would not prevent it from being the subject of copyright. Was this an original literary work? In his opinion it was impossible to hold that it was. It was part of an outfit, and by itself useless, conveying no meaning. There was no unusual arrangement of words on the card, simply the words "name," "address," and other words which might be used by anybody. It was subject to the same objections as were stated by Lord Herschell in *Hollinrake v. Truswell* (1894, 3 Ch. 420). It was impossible to say that the card was an original literary work. The plaintiffs' case failed on the ground that the card was not the subject of copyright, and must be dismissed with costs.—COUNSEL, *Cave, K.C., and Hall; Terrell, K.C., and Kerly.* SOLICITORS, *Lawson & Lawson; Kerly, Sons, & Karuth.*

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

Re CHERRY'S TRUST. Re PUBLIC TRUSTEE ACT, 1906. ROBINSON AND OTHERS v. WESLEYAN METHODIST CHAPEL PURPOSES (REGISTERED) AND THE ATTORNEY-GENERAL. Sargant, J. 23rd Oct.

CHARITY—CHARITABLE FUNDS—APPOINTMENT OF CORPORATION AS CUSTODIAN TRUSTEE OF—VALIDITY OF APPOINTMENT—INTERFERENCE WITH DUTIES OF OFFICIAL TRUSTEE OF CHARITABLE TRUSTS—WHETHER STATUTORY DISABILITY OF PUBLIC TRUSTEE TO ACCEPT CERTAIN TRUSTS APPLIES TO CORPORATIONS—PUBLIC TRUSTEE ACT, 1906 (6 ED. 7, c. 55, s. 2 (1) (4) (5) AND s. 4 (1) AND (3), PUBLIC TRUSTEE RULES, 1912, n. 30.

The prohibitions and restrictions imposed on the Public Trustee by section 2 of the Public Trustee Act, 1906, are not applicable to the bodies referred to in section 4 (3) of that Act.

The appointment of a body corporate to be custodian trustees does not, in the absence of special circumstances, interfere with the powers and duties of the official trustees of charitable trusts.

This was an originating summons to determine the question whether a corporation may properly be appointed and have power to act as custodian trustees of real leasehold or personal estate devised or bequeathed upon charitable trusts or for charitable purposes. By a deed poll dated the 4th of October, 1866, and enrolled in Chancery, it was declared that certain persons and others, the trustees for the time being acting in the trusts of the deed, should stand possessed of all donations and bequests which should be made to them for the benefit of any funds then or thereafter constituted by the authority or with the consent of the Wesleyan Methodist Conference, to promote the acquisition, erection, or relief or benefit of or in connection with chapels and other hereditaments settled upon the trusts therein mentioned, or other like trusts, and of all donations and bequests for the benefit of, or in connection with, some particular property settled upon such or the like trusts as aforesaid, upon trust, as to all such donations and bequests as to or upon which any trust, charge or obligation was created or imposed by the donors or testators thereof, to apply such donation accordingly, and subject as aforesaid, to apply the same for the benefit of one or more of the funds mentioned in the deed as the said Conference should from time to time direct. By another deed poll of the 7th of October, 1910, the former deed was confirmed and extended to all reality and personality, and it was expressly provided that the trustees should hold any realty or personality of which they should be appointed custodian trustees upon and subject to the regulations prescribed by section 4 of the Public Trustee Act, 1906, and the rules and regulations thereunder. In July, 1911, the Charity Commissioners, in pursuance of the Charitable Trusts Act, 1872, granted to the trustees under the two deeds a certificate of incorporation by the name of "The Trustees for Wesleyan Methodist Chapel Purposes (Registered)." One Cherry, who died in 1909, by his will gave to the trustees for the time being of the Wesleyan Methodist Chapel at Bampton Grange £50, to be by them invested, and the income thereof devoted to the keeping in repair of the said chapel. The legacy was paid to the chapel trustees, and they, in January, 1913, executed a deed purporting to appoint the body so incorporated to be custodian trustees of the investments representing the legacy, which had since been transferred to that body. The Charity Commissioners had raised questions as to whether an incorporated body could be appointed custodian trustees of charitable funds. Counsel for the incorporated body referred to the section of the Public Trustee Act, 1906, dealt with in the judgment, and also to the rules made under that Act. Rule 30 of the Public Trustee Rules, 1912, is as follows:—"Any incorporated, banking or insurance or guarantee or trust company or other body corporate for the time being, empowered (by the Act of Parliament, Charter, Memorandum of Association, Deed of Settlement, or other instrument constituting it or defining its powers) to undertake trusts, shall be entitled to act as custodian trustee, but for so long a time only as such body corporate shall not, by any prospectus, circular, advertisement or other document issued by it or on its behalf, state or hold out that any liability attaches to the Public Trustee or to the Consolidated Fund of the United Kingdom, in respect of any act or omission of such body corporate when so acting." Counsel for the Crown contended (*inter alia*) that such an appointment would interfere with the powers and duties of the official trustees of charitable trusts. SARGANT, J., after stating the facts, said:—"The real question I have to decide is, whether the prohibitions and restrictions imposed

of the Public Trustee by section 2 of the Public Trustee Act, 1906 (6 Ed. 7, c. 55), are applicable to the bodies mentioned in section 4, sub-section 3, of the same statute, which is the contention of the Crown. In this connection it is, to my mind, very material to consider the distinction which exists between the functions of the Public Trustee and the functions of these bodies. The Public Trustee is in a peculiar position under the Act, in that the public funds can be made liable for his default, so that it is eminently desirable, and, in fact, absolutely necessary, for the welfare of the community that he should not embark on businesses which may entail a risk of loss. Such considerations do not apply to the bodies referred to in section 4, sub-section 3 of the Act. Accordingly come to the conclusion that the restrictions imposed on the Public Trustee by section 2 of the Act are personal to that office, and are not imported into section 4 so as to be applicable to the defendant corporation in this case, and I do not see that the powers and duties of the official trustees of charity funds are in any way abridged or affected by this appointment. With regard to the second question, I come to the conclusion that the appointment was properly made by the appointors. With regard to rule 30 of the Public Trustee Rules, 1912 (Weekly Notes, 1912, April 27th, p. 173-176), I am of opinion that the defendant corporation is such a body corporate as is referred to in that rule.—COUNSEL, Owen Thompson; W. R. Sheldon; J. Austen-Cartmell. SOLICITORS, Rawle, Johnstone, & Co., for Cooper and Sons, Manchester; The Treasury Solicitor.

[Reported by L. M. MAX, Barrister-at-Law.]

High Court—King's Bench Division.

ANSTEY v. OCEAN MARINE INSURANCE CO. (LIM.).
Pickford, J. 15th Oct.

INSURANCE (MARINE)—POLICY—CAPTAIN'S EFFECTS—TOTAL LOSS—PORTION OF EFFECTS ON SHORE—LIABILITY.

A policy of insurance was effected by the captain of a ship upon his effects against total loss of vessel only, and including perils of the seas, fire, &c. In consequence of a dynamite explosion the vessel was totally lost at a time when the captain was on shore, certain of his effects being on board, and a portion, including clothes and a watch, being on shore.

Held, that the policy covered the whole of the captain's effects at the time of the loss, and was not confined to such effects as were actually on board.

The plaintiff's claim was for a loss under a policy of marine insurance dated the 1st of January, 1910, the insurance being for £100 upon "captain's effects, sextant, and chronometer, being against risk of total loss of vessel only, the ship or vessel called the *Alum Chine* . . . while in port or at sea." The perils insured against included the seas, fire, &c., and the policy contained a marginal note which stated that in consideration of an additional premium of 20s. per cent. it was agreed that the policy should also include a risk of damage or loss caused by fire." On the 7th of March, 1913, the *Alum Chine* was totally lost through a dynamite explosion. At the time of the explosion the captain was on shore, and certain of his effects, including his sextant and chronometer, were on board. The question was whether the policy covered the whole of the captain's effects, whether on board or on shore, or whether it was confined to the effects on board. It was contended on behalf of the plaintiff that the subject-matter of the policy was the effects on board at the time of the loss. It was argued on behalf of the defendants that the policy covered the whole of the captain's effects, so that only a proportionate part of the sum insured was recoverable.

PICKFORD, J., in the course of his judgment, said the insurance was on whatever was captain's effects from time to time during the continuance of the policy. In his opinion the contention of the defendants was correct—namely, that the subject-matter of the policy was the whole of the captain's effects, sextant, and chronometer, and the fact that the captain had removed a part of the goods from on board did not affect the subject-matter of the insurance. In those circumstances there would be judgment for the defendants.—COUNSEL, Maurice Hill, K.C., and Dunlop; Leslie Scott, K.C., and Mackinnon. SOLICITORS, A. W. Kingscombe & Co.; Walton & Co.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

WILLIAMS v. GOSDEN. Div. Court. 15th Oct.

SHOPS—WEEKLY HALF-HOLIDAY—EXEMPTION—SALE OF SUPPLIES AND ACCESSORIES TO TRAVELLERS—SHOPS ACT, 1912 (2 GEO. 5, c. 3), s. 4 (1), (6), AND 2ND SCHED.

The provision in the second schedule to the Shops Act, 1912, which exempts from the provisions of the Act as to a weekly half-holiday the sale of "motor, cycle, and air-craft supplies and accessories to travellers," is confined to the sale of supplies for motors, cycles, and air-craft, and not to the sale of other supplies or accessories to travellers.

Case stated by the Sussex Justices. The respondent was charged under section 4 (1) of the Shops Act, 1912, that being an occupier of a shop at Midhurst he did not close it not later than one o'clock in the afternoon of one week-day in the week ending the 25th of January, 1913. There was a further charge under sub-section (3) with not affixing in the shop a notice specifying the day on which the shop would

be closed. The appellant was an inspector under the Act, and the respondent carried on the business of a saddler and harness-maker, and it was not proved that he dealt in supplies or accessories to travellers by motor, cycle, or air-craft. The shop was not closed, and the notice not affixed. The Shops Act, 1913, by section 4 (1), provides that: "Every shop shall, save as otherwise provided by this Act, be closed for the serving of customers not later than one o'clock in the afternoon on one week-day in every week." Section 4 (6) provides that: "This section shall not apply to any shop in which the only trade or business carried on is trade or business of any of the classes mentioned in the second schedule to this Act . . ." The second schedule referred to includes "the sale of motor, cycle, and air-craft supplies and accessories to travellers." The justices held that the exemption applied to all supplies and accessories to travellers, whether by motor, cycle, and air-craft or otherwise, and that the trade of saddler and harness-maker, selling supplies and accessories to travellers came within the exemption, and they dismissed both informations. It was contended on behalf of the appellant that the section only applied to the sale of supplies and accessories to travellers by motor, cycle, or air-craft.

RIDLEY, J., said the court was of opinion that the justices were wrong, as the schedule only applies to the sale of supplies and accessories in connection with motors, &c. The case must be sent back to the justices with a direction to convict on both informations.

SCRUTTON and BAILHACHE, JJ., concurred.—COUNSEL, J. Newington. SOLICITORS, Stow, Preston, & Lyttelton, for Rawlinson & Butler, Horsham.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

WASH v. DARLEY. Div. Court. 15th Oct.

BASTARDY—CORROBORATION—MODE OF PROOF—CONVICTION—EVIDENCE ACT, 1851 (14 AND 15 VICT. c. 99), s. 13—BASTARDY LAWS AMENDMENT ACT, 1872 (35 AND 36 VICT. c. 65), s. 4.

On the hearing of a bastardy summons the fact that the defendant has been convicted of having had carnal knowledge of the complainant at a material time is sufficient corroboration of the complainant's evidence to satisfy section 4 of the Bastardy Laws Amendment Act, 1872, and the conviction need not be proved by a certified copy under section 13 of the Evidence Act, 1851, but merely by the evidence of a person who was present in court at the time of the conviction.

Case stated by the Oundle justices. The respondent took out a summons under the Bastardy Laws Amendment Act, 1872, against the appellant, alleging that he was the father of her illegitimate child born on the 26th of November, 1912. The magistrates made an order for the payment of 4s. per week for its maintenance. The sole evidence of corroboration as required by section 4 of the Act was given by a superintendent of police, who stated that he was present at Northampton Assizes on the 18th of October, 1912, when the appellant was convicted of having had unlawful connection with the respondent on the 22nd of March, 1912, and other occasions within six months last past, the respondent then being between the ages of thirteen and sixteen. It was contended on behalf of the appellant that the superintendent's evidence was only hearsay evidence of the opinion of twelve jurymen, and that in any case the proper way to prove the conviction was by a certified copy under section 13 of the Evidence Act, 1851. *Richardson v. Willis* (L. R. 8 Ex. 69) and *R. v. Bourdon* (2 C. and K. 366) were referred to.

RIDLEY, J., said he thought the evidence given by the superintendent was sufficient corroboration within the meaning of the Bastardy Act. According to *In the Estate of Corn Crippen* (1911, P. 108) such evidence was not only evidence that the conviction had taken place, but was presumptive evidence that the crime had been committed. Section 13 of the Evidence Act, 1851, only applied where, to prove an offence charged, it was essential to prove a previous conviction, as in cases under the Habitual Criminals Act or in coinage cases, in which it was an essential part of the offence charged that the accused had done the same thing before. In this case the proof of the conviction was not a necessary part of the evidence, and it was open to anyone who had been at the assizes and seen the appellant convicted to say so. Such proof had been rightly admitted as corroboration, and perhaps the evidence could also have been admitted, not as proof of the conviction, but as proof of the fact that twelve jurymen had unanimously concluded that the appellant had had intercourse with the girl, and their opinion was at least some corroboration. The conviction must therefore be confirmed.

SCRUTTON and BAILHACHE, JJ., concurred.—COUNSEL, C. K. Tatham; Barrington Ward. SOLICITORS, Samuel Price & Sons, for Darrell & Price, Northampton; Kingsford, Dorman, & Co., for Simpson & Mason, Higham Ferrers.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re FRANCIS EMBURY, Deceased, PAGE AND ANOTHER v. BOWYER AND OTHERS. Sargent, J. 21st July.

WILL—CONSTRUCTION—MEANING OF WORD "ISSUE"—PRIMA-FACIE MEANING—RULE IN "SIBLEY v. PERRY"—AMBIGUITY—CONTINGENT OR VESTED GIFT.

The rule in Sibley v. Perry is only a rule which has determined a particular ambiguity in a particular way, and accordingly where there is other internal evidence in the will which rebuts the inference that the narrow construction given to the word "issue" by the rule confining it to "children" is intended, the inference to be drawn from such evidence is that the broader and prima-facie meaning of the word issue, to include all descendants, is thereby restored. Held, on the will in this case, that the testator intended the broader interpretation of the word to apply, and that accordingly the word issue included all the descendants.

Held, as a result of such decision, that the gift to the "issue" was a contingent and not a vested gift.

This was an adjourned summons to construe a particular clause in the will of a testator who died as long ago as 1875, but whose wife had only just died, having outlived all his brothers and sisters. The testator gave his residuary estate, after the death of his wife, to his children, and in default of children then "unto and equally between all such of my brothers and sisters as shall be living at the decease of my said wife, and the issue of such one or more of them as shall be then dead, such issue to take in equal proportions the share or respective shares to which their deceased parent or parents would have been entitled if then living. But in case of the decease of all my said brothers and sisters and their issue in the lifetime of my said wife, then upon trust to pay my residuary trust fund unto such person or persons, and in such parts, shares, and proportions as my said wife by any deed or deeds, or by her last will and testament, shall direct, limit or appoint, and in default of such direction, limitation or appointment, in trust for his statutory next of kin. Counsel for two of the children of one of the testator's brothers contended that the word "issue" must be confined to "children," and relied on *Sibley v. Perry* (1802, 7 Ves. 522). He also referred to *Martin v. Holgate* (1866, L. R. 1 H. L. 175) on the question whether the gift was contingent or vested. Counsel for the grandchildren contended that in this will the word "issue" must be given its broad and prima-facie meaning. He relied on *Ross v. Ross* (20 Beav. 645) and *Ralph v. Carrick* (L. R. 11 Ch. D. 873). He said that there was clear evidence from the will itself that here the testator intended all the descendants of his brothers and sisters to take.

SARGANT, J., after quoting the above gift to the testator's brothers and sisters, said: The testator died in 1875, and his widow has only just died. His brothers and sisters are all dead, and there are numerous children, and some of the children of these children have died. The question is whether the gift to the issue of the deceased's brothers and sisters means the issue in general or is confined to the children. *Prima-facie* the word issue includes all descendants. Then we come to what is called the rule in *Sibley v. Perry*, which is this, that where there are sufficient indications in the will itself that the testator meant the word "issue" only to mean children it will be given that limited construction. But this is only where there are sufficient indications in default of other indications to the contrary, although one is certainly accustomed to regard the rule rather comprehensively. It really only means that this particular ambiguity in the will has been determined in that way. It does not at all mean that this particular ambiguity cannot be determined in any other way. This other meaning ought to be given wherever possible to restore the word "issue" to its original meaning. I have had several cases cited to me. The question under discussion in *Ross v. Ross* (20 Beav. 645) was the question of a gift very similar in its terms to the gift in the present case, except that in that case the gift was avowedly contingent. In that case the Master of the Rolls, in a very elaborate judgment, came to the conclusion that the terms of the gift over were less ambiguous than the terms of the prior gift, and, having come to that conclusion, he decided that the word "issue" in the gift over had its *prima-facie* meaning, and he excluded the operation of the rule in *Sibley v. Perry*. This decision was approved of distinctly by all the judges in the case of *Ralph v. Carrick* (1879, 11 Ch. D. 873). It is true that the word used in that case was the word "descendants," but the Court of Appeal went out of their way to say that if the word used in that case had been "issue" instead of "descendants" the gift over would have prevented the court from confining the word to children. In this will in the first clause there is an ambiguity which might introduce the rule in *Sibley v. Perry*, but in the gift over there is no ambiguity at all. I have decided to follow *Ross v. Ross* (*ubi supra*), and I accordingly determine that the word "issue" has had its original and broader meaning restored to it. By this decision many very grave difficulties are avoided. The narrower construction would have involved this curious state of affairs. In case it had happened that all these children had died before the tenant for life the testator would then have entirely cut out all the grandchildren. That cannot have been intended. I have still to deal with the question whether the gift to the issue is a vested gift or not. If the gift had been confined to children the contingency would not be imported into the gift over; *Martin v. Holgate* (*supra*). But since I have construed the word "issue" in this will in its ordinary sense, it follows that the gift to issue must be construed as a contingent gift, and not as a vested gift, because the substitution which has to take place all through must be contingent.—COUNSEL, *Manby; Hartree; Baden Fuller; Webster*. SOLICITORS, *Lane, Fagge, & Co.; Welman & Sons, for Last & Goodford, Windsor; Loughborough, Gedge & Co.*

[Reported by L. M. Max, Barrister-at-Law.]

CHAPMAN v. WESTEBBY. Warrington, J. 25th July.

CONTRACT—PERSONAL SERVICE—AGREEMENT TO DEVOTE WHOLE TIME—BREACH OF CONTRACT—NEGATIVE STIPULATION—INJUNCTION.

A skipper contracted to devote the whole of his time, attention, ability, and energies to the performance of his duties as skipper in a trawler, the property of his employers, and not to give his time to any other business or occupation.

Held, that an injunction could not be granted to restrain him from obtaining other employment, as that would practically amount to enforcing a specific performance of the contract.

In 1912 the plaintiffs and the defendant agreed to have built for them a steam trawler, and to run it as partners. The defendant was to act as skipper. The arrangement was carried out by two agreements, both dated the 11th of July, 1912. The first was an ordinary agreement of partnership between the parties for a period of ten years, as to which no question arose. The second was an agreement of service. By that agreement, which was made between the partners on the one part and the skipper on the other part, it was agreed as follows: "(1) The skipper shall become and be, from and after the said steam trawler shall have been delivered to the principals and thenceforth until the expiration or sooner determination of the said term of ten years, the skipper of such steam trawler. . . . (3) The skipper shall during the period aforesaid give his whole time, attention, ability and energies to the performance of his duties as such skipper as aforesaid, and shall not give his time or personal attention to any other business or occupation." This was a motion for an injunction to restrain the skipper from infringing this agreement.

WARRINGTON, J., said that, for the purposes of the motion, he would assume that there was no good objection to the contract either on the ground that it purported to be made by the partners with one of themselves or that the stipulation in question was unreasonable. The question was whether, in order to enable the plaintiff to obtain an injunction it was sufficient that there was contained in the contract a negative stipulation which was so wide in its terms as to amount only to a re-statement of the affirmative stipulation. *Whitwood Chemical Co. v. Hardman* (1891, 2 Ch. 416), *Mutual Reserve Fund Life Association v. New York Life Insurance Co.* (1896, 75 L. T. 528), *Ehrman v. Bartholomew* (1898, 1 Ch. 671), *William Robinson & Co. (Limited) v. Hener* (1898, 2 Ch. 451), and *Lumby v. Wagner* (1852, 5 De G. & Sm. 485, 1 De G. M. & G. 604), shewed that it was essential that the negative stipulation which the court was asked to enforce should be a stipulation requiring the contracting party not to do some particular act on which the court can put its finger, and so frame the injunction as to restrain him from doing that act. In the present case the only stipulation which was sought to be enforced was that the defendant should not give his time or personal attention to any other business or occupation other than that of acting as skipper to the partnership trawler. In the face of the authorities, it was impossible to say that such a stipulation could be enforced by injunction. So to enforce it would involve this, that as far as earning his living was concerned the defendant would have to be absolutely idle for the term of ten years or continue the contract of personal service; in other words, it would for all practical purposes be granting specific performance of a contract of service, a thing which the court would never do.—COUNSEL, *Terrell, K.C., and Chubb; Carr, K.C.; Chanson, K.C., and Taylor*. SOLICITORS, *H. W. Newton, for G. A. White, Grimsby; Peacock & Goddard, for Grange & Wintingham, Grimsby.*

[Reported by J. B. C. TRIGARTHEN, Barrister-at-Law.]

Re DAVISON'S SETTLEMENT. DAVISON v. MUNBY.

Warrington, J. 24th July.

SETTLEMENT—LAND—LIMITATION TO SETTLOR FOR LIFE, AND ULTIMATELY TO "THE HEIR-AT-LAW OF THE SAID" SETTLOR—RULE IN SHELLEY'S CASE.

Land was conveyed to trustees for the benefit of A for life, and, after her death, for the benefit of such persons as A should, by her will, appoint, and, in default of such appointment, "for the heir-at-law of the said" A.

Held, that in default of appointment, the heir-at-law of A would take a life interest, and that there would be a resulting use in favour of the settlor.

By a settlement made on the marriage of Georgiana Mary Davison certain freehold hereditaments were conveyed to the trustees to hold "in trust for the said G. M. Davison during her life for her separate use, and after her death in trust for such person or persons and in such manner as the said G. M. Davison by her will shall appoint, and in default of and till such appointment and so far as no appointment shall extend in trust for the heir-at-law of the said G. M. Davison." This action was brought to decide whether, in the absence of an appointment, the heir-at-law would be entitled to the property.

WARRINGTON, J., said that in his opinion the real position was this: there was the distinct statement in Coke on Littleton as to the words necessary in a deed to create a fee simple; there was no clear authority of any case arising on a deed in which it had been held that these requirements were unnecessary. He thought, therefore, that in the present case, there being only a limitation to the first taker for life with remainder, after the power of appointment, to her heir-at-law, he must hold that under this latter limitation the heir-at-law would take

by purchase. There being no superadded words of limitation, the heir-at-law would take a life estate only, and there would be a resulting use in favour of the settlor.—COUNSEL, John Beaumont; Edward Beaumont. SOLICITORS, Munby and Sparkes.

[Reported by J. B. O. TREGARTHEN, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. RODLEY. 30th June; 19th July.

CRIMINAL LAW—ATTEMPTED RAPE—EVIDENCE—SUBSEQUENT CONDUCT—INADMISSIBILITY.

R. was indicted for burglariously breaking and entering a dwelling-house with intent to rape X. Evidence was given that R. entered the house and made this attempt between 12 and 1 a.m., but failed. Evidence was also tendered by the Crown, and admitted that R. about 2 a.m. on the same night had connection with another woman by her consent.

Held, that the evidence was inadmissible.

This was an appeal against a conviction. The appellant was tried at the Carmarthen Assizes before Lord Coleridge on an indictment which charged him with having, on the 20th of April last, in the night time, burglariously broken and entered the dwelling-house of John Jones with intent to commit a felony—that is to say, with intent to ravish one Annie Gwendoline Jones, his daughter. Evidence was given that the prisoner entered the house between 12 and 1 o'clock at night, and attempted to commit the alleged felony, and before the magistrates a woman was called as a witness, who deposed to the fact that about 2 o'clock on the same night the appellant had come to her house where she lived alone, and had gained access to her bedroom by coming down the chimney, and that he had then had connection with her with her consent. Her house was about three miles from that of Annie Jones. At the trial before Coleridge, J., this woman's evidence was admitted, and the prisoner was convicted. He appealed on the ground that the evidence was inadmissible. *Civ. adv. vult.*

BANKES, J., in delivering the judgment of the court (LAWRENCE, BANKES and ATKIN, J.J.), on the 19th of July, after stating the facts, said: The appellant's counsel now contends that the woman's evidence ought not to have been admitted, and that the conviction cannot stand. Of recent years the question as to the admissibility upon a criminal trial of evidence of the commission by the accused of a previous or subsequent offence has been frequently before the courts, and as these decisions have a direct bearing upon the present case, it may be convenient to collect together in one report the various rules which have been formulated by which the admissibility of such evidence may be tested. In *R. v. Meen* (1904, 21 T. L. R. 172, 173), Wills, J., called attention to a fact which is sometimes overlooked, that the laws of evidence are the same in civil and in criminal cases. In *R. v. Fisher* (1909, 74 L. J. K. B. 187, 189) Channell, J., puts the point thus: "The principle is clear, however, and if the principle is attended to, I think it will usually be found that the difficulty of applying it to a particular case will disappear. The principle is that the prosecution are not allowed to prove that a prisoner has committed the offence with which he is charged by giving evidence that he is a person of bad character, and one who is in the habit of committing crimes, for that is equivalent to asking the jury to say that because the prisoner has committed other offences, he must, therefore, be guilty of the particular offence for which he is being tried. But if the evidence of other offences does go to prove that he did commit the offence charged, it is admissible because it is relevant to the issue, and it is admissible, not because, but notwithstanding that, it proves that the prisoner has committed another offence." As there pointed out by Channell, J., the governing rule must always be that any evidence to be admissible must be relevant to the issue. The most recent decisions which lay down rules, by which the relevancy of evidence which tends to prove offences other than those covered by the indictment may be tested, are the following: *Makin v. Attorney-General for New South Wales* (1894, A.C. 57), where the Lord Herschell, C., lays down the rule in these words: "It is undoubtedly not competent for the prosecution to adduce evidence tending to show that the accused has been guilty of criminal acts other than those covered by the indictment for the purpose of leading to the conclusion that the accused is a person likely, from his criminal conduct or character, to have committed the offence for which he is being tried. On the other hand, the mere fact that the evidence, if adduced, tends to shew the commission of other crimes, does not render it inadmissible if it be relevant to an issue before the jury, and it may be so relevant if it bears upon the question whether the acts alleged to constitute the crime charged in the indictment were designed or accidental, or to rebut a defence which would be open to the accused." In *Rex v. Bond* (1906, 2 K.B. 389, 409, 414, 417) Darling and Bray, J.J., call attention to the fact that Lord Herschell's last words quoted above must have been intended to apply only to a defence which is really in issue, and that his words should be read with that limitation. In the same case Bray, J., says that a careful examination of the cases where evidence of this kind has been admitted shows that they may be grouped under three heads: First, where the prosecution seeks to prove a system or course of conduct; secondly, where the prosecution seeks to rebut a suggestion on the part of the prisoner of accident or mistake; thirdly, where the prosecution seeks to prove knowledge by the prisoner of some fact. In their judgments

in that case it was pointed out by several of the learned judges who formed the majority of the court that a single prior act of a like criminal nature would in general not be admissible as evidence of a system. See also *Rex v. Ball* (1911, A.C. 47, 71). In summing up to the jury in the present case the learned judge, in referring to the evidence which is now objected to, puts the case in this way. He says: "Then he (the appellant) goes away, and the next thing that is heard is that hardly a stone's throw off the farm lives a woman with whom he has already had immoral intercourse. The suggestion of the prosecution is that he is raging with lust, and that, being foiled as regards the prosecutrix, Miss Jones, he immediately went to gratify his passion upon the woman who he knew would not be unwilling to yield." Is the evidence objected to admissible upon the ground thus indicated by the learned judge, or under any of the rules formulated in the cases above referred to? This court is of opinion that the evidence is not admissible. At the point in the trial at which the evidence was tendered the defences really in issue were: (1) That the appellant never broke into the house at all; (2) that the appellant did not break into the house with any intention of committing a rape; (3) that the prosecutrix's story as to what occurred in the house was not true. The evidence which was objected to was not, in the opinion of this court, relevant to any of those issues, and was not, therefore, admissible to rebut any of the above defences. If the jury believed the evidence of the prosecutrix, the only issue was as to whether, in the opinion of the jury, the acts of the appellant amounted to an attempt to rape, and whether from his acts the jury would infer that the appellant broke into the house with the intention of committing a rape. In the opinion of this court, upon neither of those issues was the evidence objected to relevant. The conclusion, therefore, is that the evidence was not admissible on any ground. The question then arises whether this is a case in which this court can take advantage of the proviso to section 4 of the Criminal Appeal Act, and say that, in spite of the admission of the evidence, there has been no substantial miscarriage of justice. Upon this question the Court of Criminal Appeal is always at somewhat of a disadvantage as compared with the judge who heard the case, and who saw the witnesses and was acquainted with the impression made by those witnesses upon the jury. The rule adopted by this court, however, has been, that it will not act upon the proviso in any case in which it appears to them clear that the jury may have been so influenced, and their decision, therefore, is that the conviction must be quashed. COUNSEL, Langman; Samson. SOLICITORS, The Registrar of the Court of Criminal Appeal; The Director of Public Prosecutions.

[Reported by C. G. MORAN, Barrister-at-Law.]

Will v. United Lankat Plantations Co. (Limited) (ante, p. 29). The junior counsel for the respondents in this case was Mr. H. E. Wright and not as stated in our report.

Societies.

United Law Society.

A meeting of the above society was held on Monday, November 5th, at 3, King's Bench-walk, Temple, E.C. Mr. T. A. Pace moved "That the case of *Heard v. Pickthorne* (1913, L. R. 3 K.B., p. 296) was wrongly decided." Mr. C. Haddon Gray opposed. The following gentlemen also spoke:—Messrs. G. L. Higgins, C. P. Blackwell, T. Jamieson, S. Ashley, R. Turnbull, and T. Hynes.

The Work of the Public Trustee.

Mr. C. J. Stewart, the Public Trustee, says the *Times*, delivered an address on the work of his office to the Exeter Chamber of Commerce, at the Guildhall, Exeter, on October 28th. Mr. H. E. Duke, K.C., M.P., presiding. Mr. Stewart said that the success of the Public Trustee Act, which came into force on the 1st of January, 1908, in the purposes for which it was passed was shown by the fact that at the end of his first year of office he took £6,000 a year in fees, and trusts having a value of £3,000,000. To-day the fees were £50,000 a year, and the value of the trusts in hand was £44,000,000, while he believed that the probable value of over 3,000 wills, which had yet to mature, but in which testators had nominated the Public Trustee to act, would work out at something like 58,000,000, so that the total value of the business negotiated of all kinds in the first six years' work of the Act was over £100,000,000. These figures showed that the Public Trustee must necessarily have become experienced, and, he hoped, as a consequence, highly skilled in his duties. The advantages were offered to the public in a spirit free from officialism and red tape. No one need come to the office unless they liked, and the fact that they had come in such numbers, and were coming in increasing numbers, would seem to show that they were satisfied with their treatment. Beyond the reduction in the number of appointments of new trustees, he did not think that professional interests were adversely affected by the Public Trustee Act. In each one of the 6,000 trusts in the Department he had been careful to carry on with him the outside family solicitor, banker, broker, or any other professional interests that he found associated with the trust. The policy had worked well, and he was glad to

recognise an increasing measure of good will and co-operation from all three interests. Turning to investment, he was far from claiming any infallibility for the judgment of his Department, but in his last year's report he was able to say that the average rate of interest earned on the sum invested was :—As to trustee investments, £3 16s. 4d. per cent. ; as to non-trustee investments, £4 5s. 9d. per cent. Such an important matter as the choice of investments must, however, be controlled by a sense of the greatest moderation and responsibility.

An Imperial Court of Appeal.

Lord Haldane, says the *Times*, presided on Tuesday at the first of a series of five Rhodes lectures given by Mr. J. H. Morgan at University College, London. In the course of some preliminary remarks respecting Professor Morgan's series of lectures, the Lord Chancellor said the study of law in this metropolis was in a somewhat benighted condition. When he was in New York he spent a couple of hours in going over the buildings and libraries and lecture-rooms of the magnificent law school which had been established in Columbia University. That was only one, and not even the greatest, of the law schools in the United States. There people had not only cared and provided the means, but had understood—understood that law could not be sufficiently or adequately studied unless in an atmosphere of a university level and with reference to its history and its principle. And that was becoming to us in this country all the more serious on two accounts. In the first place, we had a mass of case law to deal with, the accumulated product of generations, which no man could possibly master in its completeness in the fashion in which our forefathers could master the case law of their day, and which had to be dealt with from the point of view of principle, and very wide principle. That required a very high training. In the second place, we had a new set of Imperial problems connected with jurisprudence which were becoming of more and more pressing importance. The Inns of Court did excellent work in training practitioners in the law, but they had never been, and had not aspired to be, a school of law in the sense of which he was speaking, and they must look to other impulses for the furtherance of the work. The Royal Commission on University Education in London over which he presided for four years pointed out in their report that it was very undesirable to launch prematurely a faculty of law in London, and that a certain standard must be reached before that could be done. He did not know that it ought to be difficult to reach that standard, and it was by the stimulus of lectures of this kind that it was likely to be done.

Professor Morgan was going to deal with the judicial arrangements of the supreme tribunals of the Empire, and particularly with the Judicial Committee of the Privy Council. As they knew, appeals from England, Scotland, and Ireland went at present to the House of Lords, whereas the appeals from the rest of the Empire went to the Privy Council. All these appeals were nominally to the King, but whereas the appeals to the House of Lords were to the King in Parliament, the appeals to the Privy Council were to the King in his Council. How that came about was a matter which was buried in the obscurities of very old history, but the House of Lords got hold of the judicial business much as the House of Commons got hold of the financial, and the King, who, theoretically, was at the head of both, found that practically his jurisdiction was merged in that of Parliament so far as the hearing of appeals was concerned. But, while that was so in the evolution of the constitution of these islands, it was not so as regards the King's Dominions over the sea, and it was obviously impossible that it should be so, because those Dominions—some of them, at all events, the self-governing Dominions—had Parliamentary institutions which exactly resembled our own in all essentials, and they would never tolerate their appeals coming to the King in Parliament—that was to say, to the House of Lords. The other day, when he was in Canada, he was struck with the feeling among those who were most competent to give an authoritative opinion that, if any change took place, at all events what they did not want was to appeal to some new court outside the Dominions. They said, "We value the appeal to the King in Council very much; we do not want to interfere with it, and if anything has to be done to alter the judicial arrangements, we hope that the foundation and principle of that appeal and the form of the court will not be varied." That was probably an observation which every one of the self-governing Dominions would make. It meant that they regarded the King in his Privy Council, advised by the Judicial Committee, as something not outside themselves.

Both parties of the State were agreed that the first Chamber must be reformed, and reformed in a fashion that made it impossible for it to continue to be the supreme appellate court of England, Scotland, and Ireland. And if that came, they would have to find a new appellate court. What could that new appellate court be? He was not speaking for anybody except himself—and he was not committing himself—but he had an impression that it would work out in this way. The great link of the Empire, which the judicial functions of the King in his Council represented, would be further developed, and all appeals, whether from countries forming part of the King's Dominions outside these islands, or from these islands themselves, would be to the King in Council just as had been proposed with Irish Bills in the Home Rule Bill. That would involve a certain change. The work would

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G. H. MAYNE, Secretary.

be far too great for the Judicial Committee as it was at present constituted. But, as a matter of fact, the change would be one of form rather than of substance. By an Act passed last August they had got two more judges available for the joint service of the judicial tribunal of the House of Lords and the Judicial Committee of the Privy Council, and a very valuable addition those two judges were. Supposing that that body, having still larger functions to perform, were still more enlarged, and that an Act were passed which would enable it to sit in more divisions than one, what an instrument we should have for solving the Imperial problem to which he had referred. As the King was not a local institution, but an Imperial institution, as the King was present in each of his Dominions, and represented by his Ministers, and as his Privy Council was an Imperial body existing for and drawing its members from all parts of the Dominions, and containing on its Judicial Committee the chief justices and judges in the different parts of the Empire, they had at once a court which did not offend against the canon which the self-governing Dominions desired to set up—that their Supreme Court of Appeal should not be outside themselves. It would be an appeal from their supreme tribunals to the King in Privy Council, which was as much localized in their Dominions as it was localized in London at home.

The Imperial Privy Council was a real Imperial body. It had no local habitation, and, if it could sit in more divisions than one, then he saw a ready solution of problems which had been vexing the minds from time to time of a good many statesmen. Suppose, for instance, they had a boundary case out in Canada, between the Dominion and the Provinces, such as they had a few years ago. What would be more easy than to export some members from London from the Judicial Committee to go and sit as the King's Imperial Privy Council Committee in Canada and deal with those things on the spot? They might call in the assistance, if it was so agreed, of the Australian chief justice. Just lately we had been making some development in that direction. The chief justice of the Commonwealth had been sitting until the other day in the Judicial Committee of the Privy Council hearing appeals from the various parts of the Empire. Lord de Villiers, the chief justice of the Union of South Africa, had been sitting in the House of Lords hearing Scottish appeals, which he was very well qualified to do. They had got here a most valuable instrument to hand which, if a clear policy was kept in view and very little development was made, would solve all these problems and give the greatest tribunal, and also one of the greatest unifying influences in holding the Empire together, which it was possible to conceive. Fortunately they had not to construct it. It was there. They had only to develop it according to existing traditions, and, speaking for himself, he thought a reform which, transferring the hearing of all the supreme appeals of the various Dominions of the King to the King in Council, and enabling the Judicial Committee of that Council to sit in more than one division, so that it need not be sitting always in the same place and might move, if necessary, from time to time about through the Empire, would be a great step in the solution of the problem of Imperial unification. The problem of the Empire was a problem that was changing from year to year. We were called upon to face new questions of the most varying kind, and unless we thought about them beforehand they came on us and found us unprepared to deal with them. But, speaking for himself and expressing his own opinion, he believed that this question was one of the easiest of those to solve, for the reason that it could be dealt with in exact accordance with the existing principles of the constitution of the Empire.

Law Students' Journal.

The Law Society.

The president of the society (Mr. Trower) will take the chair at the annual general meeting of the members of the Students' Rooms, which will be held in the Students' Luncheon Room on Monday next, at 6 p.m., for the purpose of receiving the annual report of the retiring committee, electing the new committee, and other business.

THE SOCIETY'S LECTURES AND CLASSES.

The current term commenced on Thursday, the 6th of November. Lectures will begin on Monday, the 10th of November. Final students will be entitled to take, during the term, the subjects of (i.) Torts and Personal Property, (ii.) Practice of Conveyancing, and (iii.) Practice in the K. B. D. For Intermediate students the time-table provides courses in (i.) Things Real, (ii.) Things Personal and Rights in Private Relations, (iii.) Law of Crimes, and (iv.) Trust Accounts. There are Revision Classes in Contracts, and Probate, Divorce and Admiralty

Law; and special classes for Degree students and those enrolled under the new order.

The Council has appointed Mr. W. C. Cleveland-Stevens, M.A., B.C.L., of Lincoln's Inn, barrister-at-law, as one of the society's tutors, in succession to Mr. Andrewes-Uthwatt, who has, owing to the pressure of professional work, resigned his office of reader, after a membership of the society's teaching staff extending over nine years. The Legal Education Committee has passed a resolution expressive of its appreciation of the great services rendered by Mr. Andrewes-Uthwatt to the society's school, and its regret on his resignation.

The names of six of the society's present or past students appear in the list of the legal examinations of the University of London recently published. Mr. H. E. Ayres and Mr. A. W. Fryzer obtained first class honours and attained scholarship standard; Mr. Owen Davis and Mr. Kerwood were awarded second class honours; and Mr. Hazard and Mr. Walford were successful in the Intermediate.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 15th and 16th October, 1913:—

Bantoft, Hugh Lawrence	Ramsbotham, George Reuben James
Battersby, Caryl Lionel Morse	Sharpe, Charles James
Campbell, Colin	Sheppard, Stuart Morton Winter
Eddowes, Charles Geoffrey Beaumont	Simpson, Philip Witham
Edwards, Trevor Tweedale	Smith, Aubrey Herbert
Hallam, Edward Douglas Maine	Stott, Philip Nicholson
Leonard, Denis William	Tenquee, George Shui Tai
Lewis, Francis Ernest	Turner, John Herbert
McCready, Thomas Robert	Vaughan, Nelson Mayhew
Manley, Francis Cyril Churchill	Ware, Innes Noel
Meek, Ernest Anthony	Webb, Frank Burns
Newton, Edward	Wooldridge, Leonard Gordon
Nightingale, Ralph Kenneth Taylor	Wright, Percival George

No. of candidates, 56; passed, 26.

The following candidates are certified by the examiners to have passed with distinction, and will be entitled to compete, if otherwise qualified, at the Studentship Examination in June, 1914:—

Battersby, Caryl Lionel Morse	Wright, Percival George
Meek, Ernest Anthony	

By Order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.
31st October, 1913.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 4. Mr. W. Stanley Meek in the chair. The subject for debate was: "That, in the opinion of this House, actions for breach of promise should be abolished." Mr. H. F. Rubinstein opened in the affirmative, Mr. F. G. Enness opened in the negative. The following members also spoke:—Messrs. C. Woodbridge, R. T. Davies, C. V. Packman, S. H. Lewis, F. Burgis, L. Peppiatt, R. F. Mattingley, S. Hands, and C. R. Morden. The motion was lost by 4 votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of the above society was held at the Law Library, Bennett's-hill, Birmingham, on Tuesday, the 4th of November, Mr. W. G. W. Hastings (barrister-at-law) in the chair. Messrs. M. E. B. Crosse, T. A. Dickinson, D. L. Finnemore, B.A., G. W. Moore, and F. O. Skidmore were duly elected members

of the society. The following moot point was discussed: "Horlock owes Rattenberry £500. By his will Horlock gives Rattenberry £1,000 without referring to the debt, and without specifying at what time the legacy is to be paid. The will contains nothing to exclude the doctrine of satisfaction if otherwise applicable. Can Rattenberry claim to be paid both debt and legacy?" Mr. D. A. Daniels opened in the affirmative, and was supported by Messrs. A. G. Rollason, R. N. M. Clarkson, B.A., D. H. Cochrane, and C. Coley, B.A., LL.B. Mr. F. H. Wayne opened in the negative, and was supported by Messrs. S. H. Robinson, C. S. Smith, B.A., LL.B., W. N. Clark, B. B. Davis, A. W. Fullwood, B. S. Atkinson, and T. G. Mander. After the openers had replied, the chairman summed up, and, on the proposition being put to the meeting, it was lost (affirmative 6, negative 13).

Legal News.

Appointments.

Mr. ANDREW MACBETH ANDERSON, K.C., Solicitor-General for Scotland, has been appointed to be one of the Senators of the College of Justice in Scotland, in room of the Right Hon. Lord Kinnear, resigned. Mr. Anderson was born in 1862, and was admitted to the Faculty of Advocates in 1889. He became Advocate Depute in 1906 and K.C. in 1908.

Mr. ROBERT MUNRO, K.C., M.P., has been appointed to be Lord Advocate. Mr. Munro was born in 1868, and was called to the bar in 1895. He was appointed Inland Revenue Counsel in 1907 and Advocate Depute in 1908, and took silk recently. He was elected for Wick Burghs in January, 1910.

Mr. THOMAS BRASH MORISON, K.C., has been appointed to be Solicitor-General for Scotland. Mr. Morison was born in 1868, and was called to the bar in 1891, being also called to the English bar by the Middle Temple in 1899. He became Advocate Depute in 1905 and K.C. in 1906.

Mr. W. R. SHELDON has been appointed Counsel to the Board of Inland Revenue, the Charity Commissioners, and the Board of Education in charity matters. Mr. Sheldon, who was called at Lincoln's Inn in 1882, was joint editor with the late Mr. William Barber, K.C., and Lord Haldane, then Mr. R. B. Haldane, of the 6th edition of Dart on Vendors and Purchasers, and joint author with Sir C. Fortescue Brickdale of the "Land Transfer Acts, 1875 and 1897."

Mr. J. AUSTEN-CARTMELL has been appointed Counsel to the Board of Trade in foreshore cases. Mr. J. Austen-Cartmell is already Junior Equity Counsel to the Treasury.

Mr. WILFRED A. GREENE has been appointed Counsel to the Commissioners of Woods and Forests. Mr. Greene was called at Lincoln's Inn in 1908.

Mr. E. W. HANSELL, of the Inner Temple, has been appointed, on the nomination of the General Council of the Bar, a member of the Incorporated Council of Law Reporting for England and Wales, in the place of Mr. English Harrison, K.C., resigned.

Mr. ADAM PARTINGTON has been appointed Registrar of Romford County Court, in succession to the late Mr. W. C. Clifton. Mr. Partington is Clerk to the Ilford Urban Council. The county court is held alternately at Romford and Ilford. Mr. Partington was admitted in 1903.

The Hon. FRANK RUSSELL, K.C., has been elected a Bencher of the Honourable Society of Lincoln's Inn in succession to the late Sir William Wollaston Karslake, K.C.

FUNDS FOR MORTGAGE.

MESSRS. COLLINS & COLLINS are acting for Clients who are requiring several First-class Mortgage Securities in amounts of not less than £10,000.

Priority will be given to Agricultural Land, and Freehold and Long Leasehold Business Premises in the City and West End.

Particulars of Securities, which in each case will be treated in strictest confidence, should be sent to—

The Lenders' Surveyors,

MESSRS. COLLINS & COLLINS, 37, South Audley St., Grosvenor Square, London, W.

Changes of Partnership. Dissolution.

CHARLES COLLINS, EDWARD TOWNSEND DRIFFIELD, EDWARD BOWLES DRIFFIELD, and KENNETH KUSEL, solicitors (Collins, Robinson, Driffields, and Kusel), 20, Castle-street, in the city of Liverpool. Oct. 31. So far as concerns the said Kenneth Kusel who retires from the said firm, and will carry on business on his own account at Colonial House, Water-street, Liverpool; the said Charles Collins, Edward Townsend Driffield, and Edward Bowles Driffield will continue to carry on business in partnership under the style or firm of Collins, Robinson, & Driffield. [Gazette, Oct. 31.]

General.

The King, on the advice of the Home Secretary, has given favourable consideration to the prayer of the petition presented by the inhabitants of Carlisle on behalf of Engine-driver Caudle, who was convicted of manslaughter at the recent assizes at that city, and as an act of clemency has been graciously pleased to grant him his pardon.

A Local Government Board inquiry has been held at Beckenham into the application by the Beckenham Urban District Council for authority to prepare a town-planning scheme. The area of Beckenham is 3,890 acres and that of the proposed scheme 1,816, which includes 311 acres in the adjoining districts of West Wickham and Hayes.

Mr. William Henry Sutcliffe, solicitor, of the firm of Messrs. Sutcliffe & Co., of Hebden Bridge, Yorkshire, left estate of the gross value of £352,228, of which the net personalty has been sworn at £334,827. The duties on the property at this valuation will amount to about £42,000. As sometimes happens with lawyers' wills, an affidavit was required (concerning alterations in the will) before probate was granted.

The Dawlish Council has received the award of Mr. Ernest Page, K.C., the arbitrator appointed to determine the price to be paid for land to be used in connection with the water supply of the town. The owner of the property is Sir Robert Newman. The inquiry was recently held in London. The amount of land required is 307 acres, and the price asked was £28,361. The arbitrator has fixed the price at £5,070. The Council had offered £2,700 for the land.

At Farnham County Court, on Wednesday, says the *Times*, the Postmaster-General sued Sergeant B. J. Vallance, of the Royal Horse Artillery, and his wife to recover £32, which was overpaid to the female defendant by mistake. In December last Sergeant Vallance sent £3 to his wife at Aldershot by telegraphic money order from Shoeburyness, but in the course of transmission the amount was increased to £35. This sum was paid to Mrs. Vallance, who remarked to a friend that she supposed her husband had had a bit of luck at football. The Postmaster-General attempted to recover the balance after the mistake had been discovered, but the money had then been spent. Judgment was given for the plaintiff against Mrs. Vallance for the balance, and the action against Sergeant Vallance was dismissed with costs.

Sir Alexander R. Stenning has given an important decision on a reference, says the *Times*, under the Finance Act. Until 1910 Miss M. E. Matthews was the owner of certain freehold property in the City, comprising No. 1, Trinity-square, No. 1, Muscovy-court, and Nos. 11 and 12, Savage-gardens, Tower-hill. In 1910 the property was bought by the Port of London Authority for £27,000. The Commissioners of Inland Revenue fixed the gross value of the property in May, 1912, by a provisional valuation at £20,250. Miss Matthews appealed on the ground that the sum was insufficient. The question in dispute was the gross value of the property on the 30th of April, 1909. The referee holds that the gross total and site value of the property is £23,690. The costs of and incidental to the appeal are to be borne by the Commissioners.

In Parliament House, Edinburgh, on Tuesday, says the *Times*, Mr. A. M. Anderson, K.C., took his seat on the bench as a Senator of the College of Justice, and Mr. Robert Munro, K.C., M.P., and Mr. T. B. Morison, K.C., presented their commissions and were admitted as Lord Advocate and Solicitor-General respectively. As usual, the principal part of the proceedings took place in the First Division Court-room. Among those present were Mr. John Burns, the Dean of the Faculty of Advocates (Mr. Charles Scott Dickson, K.C., M.P.), and the Vice-Dean (Sheriff Fleming, K.C.). Mr. Anderson handed his commission to the Lord President, and it was read formally by the Clerk (Mr. Adam, K.C.). The Lord Probationer was thereafter directed to hear two cases with Lord Cullen in the Outer House and one with the First Division, and it was subsequently reported to the judges that he had successfully passed his trials. The oaths of allegiance and of fidelity to his office having been administered, Mr. Anderson was robed and took his seat on the bench with the judicial title of Lord Anderson.

In reference to the pardon of Caudle, the *Times* says: "The Royal pardon was originally an act of mercy towards a person who had committed a crime or offence. It carried with it no implication that the offender was innocent or that the punishment imposed upon him was excessive, and it was, in fact, frequently granted to persons whose

guilt was acknowledged. Down to the year 1908, however, there existed under English law no procedure by which the conviction of a person afterwards shown to be innocent could be quashed, and the only means by which the punishment of such a person could be set aside and his status restored was by the grant of a free pardon. Hence it happened that the idea of a free pardon came to be associated with the proof of innocence, and was generally regarded as equivalent to a reversal of the conviction, although even then free pardons continued to be granted from time to time to persons who were admittedly guilty for the purpose of removing civil disabilities or enabling them to give evidence. When the Court of Criminal Appeal was established the use of the free pardon as equivalent to a declaration of innocence ceased to be necessary; and since the year 1908 no free pardon has been granted on the ground of innocence to any person convicted at assizes or quarter sessions whose case could be brought before the Court of Criminal Appeal, either on his own application or on reference by the Home Secretary. In these circumstances the grant of a pardon has now only its original significance; it is an act simply of clemency which wipes out some or all of the consequences of a conviction without raising any question as to the justice of the conviction or the propriety of the sentence.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(ADVT.)

THE LAW AND PRACTICE OF INTERPLEADER IN THE HIGH COURT AND COUNTY COURTS. With a chapter on the conduct of an Interpleader proceedings and complete sets of forms. By S. P. J. MERLIN, Barrister-at-Law. Price 6s. net. Butterworth & Co., Bell Yard, W.C.—"Indispensable to Sheriffs and High Bailiffs."—[Advt.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
EMERGENCY	APPEAL COURT	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE
ROTA.	No. 1.	JOYCE.	WARREN.	WARREN.	WARREN.
Date.					
Monday Nov. 10	Mr Leach	Mr Jolly	Mr Goldschmidt	Mr Bloxam	Mr Jolly
Tuesday	Goldschmidt	Greswell	Bloxam	Farmer	Synge
Wednesday	Borror	Bloxam	Goldschmidt	Church	Farmer
Thursday	Synge	Leach	Greswell	Church	Goldschmidt
Friday	Farmer	Borror	Leach	Goldschmidt	
Saturday	Church				
Date.	MR. JUSTICE NEVILLE.	MR. JUSTICE EYS.	MR. JUSTICE SARGANT.	MR. JUSTICE ARTHUR.	
Monday Nov. 10	Mr Borror	Mr Church	Mr Greswell	Mr Bloxam	
Tuesday	Leach	Farmer	Church	Borror	
Wednesday	Greswell	Goldschmidt	Leach	Jolly	
Thursday	Jolly	Leach	Borror	Synge	
Friday	Bloxam	Borror	Synge	Goldschmidt	
Saturday	Synge	Greswell	Jolly	Farmer	

The Property Mart.

Forthcoming Auction Sales.

November 12.—Messrs. TAYLORS, at the Mart, Town House (see advertisement, page iii, this week).

November 19.—Messrs. EDWIN FOX, ROUSFIELD, BURNETT & BADDELEY, at the Mart, Freehold Ground Rent (see advertisement, back page, Nov. 1).

November 19.—Messrs. WEAVER & GREEN, at the Albion Hotel, Piccadilly, Manchester, at 5, Chief Rents (see advertisement, page iii, this week).

December 2.—Messrs. DEBENHAM, TAYSON & CHIFFOCKS, at the Mart, at 2: Freehold Properties (see advertisement, page xii, Oct. 25).

Result of Sale.

Reversions, Policies, &c.

Messrs. H. E. FORTES & CRANFIELD held their usual Fortnightly Periodical Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold, at the prices mentioned:—

ABSOLUTE REVERSIONS—	
To One-twelfth of £40,000	Sold £1,510
To One-tenth of Funds	£650
To £500	£145
To One-seventh of £10,265	£293
To One-fifth of £2,342	£305
POLICY OF ASSURANCE for £10,000	£5,220

SPACKMAN, JOHN, Southcott, Fawley, Wilts Dec 1 Dixon & Mason, Pewsey, Wilts
 SQUIRES, ARTHUR WILLIAM, Little Bytham, Lincoln, Brick Manufacturer Dec 1
 Stapleton & Son, Stamford
 SWITHINBANK, CHARLES MIDDLETON, Leeds, Rice Merchant Dec 1 Fearnside, Leeds
 TAYLOR, WILLIAM EDWARD, Brughin, Herts Dec 31 Clapham, Broad Street pl
 THOMAS, HENRY RICHARD YROVILLE, Observatory gdns, Kensington Nov 30 Gem &
 Co, Birmingham
 TOWELL, MARY, Gloucester Dec 1 Champney & Co, Gloucester

TRAFF, LOUISA, South Shields Nov 28 Grunhut & Co, South Shields
 WHEELDON, GEORGE, Wolverhampton, Professor of Music Dec 31 Fowler & Co, Wol-
 verhampton
 WILLIAMS, JOHN, Upper Kennington In, Vauxhall, Dairyman Nov 20 Fielder & Co,
 Raymond bldgs
 WILLIAMS, ROBERT, Ashton on Ribble, within Preston Dec 1 Cookson, Preston
 YOUNG, GEORGE ROBERT, King's rd, Chelsea, Pawnbroker Dec 8 8 H W & S Patey,
 Finsbury sq

Bankruptcy Notices.

London Gazette—TUESDAY, Oct. 23.

RECEIVING ORDERS.

ANNIS, WILLIAM JOHN, Otley, Suffolk, Grocer Ipswich
 Pet Oct 24 Ord Oct 24
 BEAN, CHARLES WALTER, Cheshunt, Herts, Decorator
 Edmonton Pet Oct 23 Ord Oct 23
 BROWN, BERTHA, Liverpool Liverpool Pet Oct 24 Ord
 Oct 24
 DAULTON, THOMAS, East Kirkby, Lincoln, Farmer Boston
 Pet Oct 23 Ord Oct 23
 DEVALL, A C, Adelaide rd, South Hampstead High Court
 Pet Sept 25 Ord Oct 24
 ECKHARDT, GEORGE HENRY, Fellows rd, Hampstead
 H. b Court Pet Aug 1 Ord Oct 17
 GODWIN, GEORGE HAROLD, Merton, Surrey, Professor of
 History Croydon Pet Oct 8 Ord Oct 23
 HARWOOD, JOHN WILLIAM, Seaford, Sussex, Nurseryman
 Lewes Pet Oct 24 Ord Oct 24
 JARVIS, ALEXANDER JACKMAN, East Loos, Cornwall,
 Plumber Plymouth Pet Oct 23 Ord Oct 23
 JUDD, EDWARD DANIEL, Bideston, Suffolk, Plumber
 Ipswich Pet Oct 24 Ord Oct 24
 LEWIS, DAVID MORGAN, Pontyferem, Carmarthen, Car-
 penter Carmarthen Pet Oct 25 Ord Oct 25
 MARSH, HARRY, Southsea, Hants, Fruiterer Portsmouth
 Pet Oct 24 Ord Oct 24
 OWEN, THOMAS, Llanfairtalhaiarn, Denbigh, Farmer
 Wrexham Pet Oct 23 Ord Oct 23
 SHORT, JESSE HERBERT, Kireling, Cambs, Licensed Vic-
 tualier Cambridge Pet Oct 25 Ord Oct 25
 SIM, TOM, Thirsk, Yorks, Innkeeper Northallerton Pet
 Oct 22 Ord Oct 22
 SIMPSON, THOMAS DEARDEN, Southport, Lancaster, Basket
 Maker Liverpool Pet Oct 24 Ord Oct 14
 WALSH, DAVID EDW RD, Greenwich, Kent, Schoolmaster
 Greenwich Pet Oct 22 Ord Oct 22
 WARREN, JOSEPH GEORGE, Esher, Surrey, Market Clerk
 Kingston, Surrey Pet Oct 25 Ord Oct 25
 WEBB, JAMES WALLACE CHALK, Tunnel Hill, Worcester,
 Tile Manufacturer Worcester Pet Oct 22 Ord Oct 22
 WHITE, WILLIAM ALFRED, Finchampstead, Berks,
 Butcher Reading Pet Oct 25 Ord Oct 25
 WILKINSON, WILLIAM, Manchester, Draper Manchester
 Pet Oct 23 Ord Oct 23

RECEIVING ORDER RESCINDED.

KNIGHT, ATHELSTAN ALFRED ALLEN, ALDERSHOT, High
 Court Pet June 20 Rec Ord Aug 20 Rec Oct 22
 WALTER, BESSIE, Sonning High Court Pet July 12 Rec
 Ord Aug 14 Rec Oct 23

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

BROWN, HERBERT, Tenterden, Kent High Court Pet
 Aug 12 Rec Ord Sept 8 Rec & Dis Oct 21

FIRST MEETINGS.

ANNIS, WILLIAM JOHN, Otley, Suffolk, Grocer Nov 6 at
 2.15 Off R c, 36, Princes st, Ipswich
 ATKINSON, FRED GALE, Leeds, Baker Nov 5 at 3 Off Rec,
 24, Bond st, Leeds
 BIRD, WILLIAM ADEY, Derby, Farmer Nov 6 at 12 Off
 Rec, 12, St Peter's churchyard, Derby
 BOTTERILL, JOHN BENJAMIN, Bromley, Kent Nov 5 at 11
 132, York rd, Westminster Bridge rd
 COFFIN, FREDERICK WILLIAM, Bishopston, Bristol, Green-
 grocer Nov 12 at 11.30 Off Rec, 26, Baldwin st,
 Bristol
 CUSOBS, FRANCIS JOSEPH, Darlington, Durham, Baker
 Nov 6 at 11.30 Off Rec, Court chmbrs, Albert rd,
 Middlesbrough

DOBSON, FREDERICK CHARLES, Worsborough Dale, nr
 Barnsley, Yorks, Traveller Nov 5 at 10.30 Off Rec,
 County Court Hall, Regent at (Eastgate entrance),
 Barnsley
 DONOGHUE, JAMES, Mountin Ash, Glam, Baker Nov 6
 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine
 st, Pontypidd
 DREW, ARTHUR BRUNTON, Sheffield, Builder Nov 5 at 1
 Off Rec, Figgins In, Sheffield
 DUVALL, A C, Adelaide rd, South Hampstead Nov 7 at 12
 Bankruptcy bldgs, Carey st
 ECKHARDT, GEORGE HENRY, Fellows rd, Hampstead Nov
 7 at 11 Bankruptcy bldgs, Carey st
 FLETCHER, CHARLES ALFRED, Rusholme, Manches'er,
 Manufacturer's Agent Nov 5 at 2.30 Off Rec, Byrom
 st, Manchester
 HARNETT, EDWARD, Paignton, Inventor Nov 5 at 3
 Gerston Hotel, Paignton
 HARWOOD, JOHN WILLIAM, Seaford, Nurseryman Nov 7
 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
 HEMMING, GEORGE, Edgbaston, Birmingham, Commission
 Agent Nov 5 at 11.30 Ruskin chmbrs, 191, Corpora-
 tion st, Birmingham
 JUDD, EDWARD DANIEL, Bideston, Suffolk, Plumber Nov
 6 at 2.30 Off Rec, 36, Princes st, Ipswich
 MEIKLE, WILLIAM PAROT, Wallasey, Chester, Engineer
 Nov 6 at 11 Off Rec, Union Marine bldgs, 11, Dale st,
 Liverpool
 MELLOES, CHARLES, Chesterfield, Derby, Coach Builder
 Nov 7 at 12 Angel Hotel, Chesterfield
 RAIFORD, D MOORE, Folkestone Nov 5 at 10.30 Off Rec,
 58A, Castle st, Canterbury
 SEAMAN, BESSIE, Wargrave, Berks, Spinster Nov 5 at
 12.15 Off Rec, 26, Baldwin st, Bristol
 SMITH, EDITH, Trannere, Birkenhead Nov 5 at 11 Off
 Rec, Union Marine bldgs, 11, Dale st, Liverpool
 SNOWDEN, ARTHUR ROBERT, Great Grimsby, Fish Curer
 Nov 5 at 11 Off Rec, St Mary's chmbrs, Great
 Grimsby
 SOKELL, WALTER, Coatham, Redcar, Yorks, Commercial
 Traveller Nov 6 at 12 Off Rec, Court chmbrs, Albert
 road, Middlesbrough
 STEVENSON, RICHARD, St George, Bristol, Baker Nov 12
 at 11.45 Off Rec, 26, Baldwin st, Bristol
 VICK, HOWARD, ARTHUR ASHWORTH, WILLIAM PEARCE,
 FRED ASHWORTH, and LEONARD INGRAM, Manchester,
 General Printers Nov 5 at 3 Off Rec, Byrom st,
 Manchester
 WALKER, CHRISTOPHER, Blackpool, Printer Nov 5 at 3
 Off Rec, 13, Winkley st, Preston
 WALSH, DAVID EDWARD, Greenwich, Schoolmaster Nov
 5 at 11.30 132, York rd, Westminster Bridge rd
 WEBB, JAMES WALLACE CHALK, Worcester, Tile Manu-
 facturer Nov 6 at 11.30 Off Rec, 11, Copenhagen st,
 Worcester
 WHITE, ALBERT EDWARD, Hythe, Kent, Motor Engineer
 Nov 5 at 11.15 Off Rec, 68A, Castle st, Canterbury
 WHITMAN, JAMES CLARK, Hemsowth, nr Wakefield,
 Journeyman Slater Nov 5 at 11 Off Rec, 21, King st,
 Wakefield

Amended Notice substituted for that published in the
 London Gazette of Oct 24:

BOWDEN, FREDERICK JOHN, Falmouth, Baker Nov 3 at 12
 Off Rec, 12, Princes st, Truro

ADJUDICATIONS.

ANNIS, WILLIAM JOHN, Otley, Suffolk, Grocer Ipswich
 Pet Oct 24 Ord Oct 24
 BEAN, CHARLES WALTER, Cheshunt, Herts, Decorator
 Edmonton Pet Oct 23 Ord Oct 23
 BEAUMONT, FREDERICK, Romford, Essex, Commercial
 Traveller Chelmsford Pet Sept 24 Ord Oct 24
 BOTTERILL, JOHN BENJAMIN, Bromley, Kent Croydon
 Pet Sept 27 Ord Oct 23

BROWN, BERTHA, Liverpool Liverpool Pet Oct 24 Ord
 Oct 24
 CASTLE, GEORGE, Albemarle st, Piccadilly, Surveyor High
 Court Pet July 8 Ord Oct 24
 DAULTON, THOMAS, East Kirkby, Lincoln, Farmer Boston
 Pet Oct 23 Ord Oct 23
 ELLIOTT, JAMES and JOHN ELLIOTT, Sedgfield, Durham,
 Farmers Stockton on Tees Pet Sept 25 Ord Oct 23
 HARWOOD, JOHN WILLIAM Seaford, Sussex, Nurseryman
 Lewes Pet Oct 24 Ord Oct 24
 HEMMING, GEORGE, Edgbaston, Birmingham, Commission
 Agent Birmingham Pet Sept 25 Ord Oct 23
 HUGHES, ALFRED WILSON, Queen Victoria st, Varnish
 Manufacturer High Court Pet July 14 Ord Oct 24
 JARDINE, EDWIN ROBERT, Leopold st, Burdett rd, Credit
 Draper High Court Pet Sept 17 Ord Oct 24
 JARVIS, ALEXANDER JACKMAN, East Loos, Cornwall,
 Plumber Plymouth Pet Oct 23 Ord Oct 23
 JUDD, EDWARD DANIEL, Bideston, Suffolk, Plumber
 Ipswich Pet Oct 24 Ord Oct 24
 LENNOX, DOROTHY, South Molton st High Court Pet
 Sept 19 Ord Oct 24
 LEWIS, DAVID MORGAN, Pontyferem, Carmarthen,
 Carpenter Carmarthen Pet Oct 25 Ord Oct 25
 MARSH, HARRY, Southsea, Hants, Fruiterer Portsmouth
 Pet Oct 24 Ord Oct 24
 PHILLIPS, SAMUEL ROTHCHILD, Dartmouth rd, Brondes-
 bury, Financier High Court Pet Sept 30 Ord Oct 25
 PRATT, JOHN GODWIN, Liverpool, Foulterer Liverpool
 Pet Sept 19 Ord Oct 24
 SHERMAN, GEORGE CERNO, Haymarket, Kensington High
 Court Pet June 4 Ord Oct 23
 SHORT, JESSE HERBERT, Kireling, Cambs, Licensed
 Victualier Cambridge Pet Oct 25 Ord Oct 25
 SIM, TOM, Thirsk, Yorks, Innkeeper Northallerton Pet
 Oct 22 Ord Oct 22
 SIMPSON, THOMAS DEARDEN, Southport, Lancs, Basket
 Maker Liverpool Pet Oct 24 Ord Oct 14
 SMITH, EDITH, Trannere, Birkenhead Birkenhead Pet
 Oct 9 Ord Oct 23
 WALKER, WILLIAM, Thornton Heath Surrey Croydon
 Pet July 11 Ord Oct 24
 WALSH, DAVID EDWARD, Greenwich, Schoolmaster
 Greenwich Pet Oct 22 Ord Oct 22
 WEBB, JAMES WALLACE CHALK, Worcester, Tile Manu-
 facturer Worcester Pet Oct 22 Ord Oct 22
 WHITE, WILLIAM ALFRED, Finchampstead, Berks,
 Butcher Reading Pet Oct 25 Ord Oct 25

Amended Notice substituted for that published in the
 London Gazette of Oct 21:

DREW, ARTHUR BRUNTON, Sheffield, Builder Sheffield
 Pet Oct 18 Ord Oct 18

London Gazette—FRIDAY, Oct 31.

RECEIVING ORDERS.

ALTY, JAMES, Rufford, nr Ormskirk, Lancs, Cycle Dealer
 Liverpool Pet Oct 14 Ord Oct 23
 BAINBRIDGE, HENRY, Etersgill, Middleton in Teesdale
 Durham Stockton on Tees Pet Oct 3 Ord Oct 27
 BOWER, FRED C, Arundel st, Accountant High Court
 Pet Aug 26 Ord Oct 25
 BRADFELD, JACK GODOLPHIN, Eastbourne, Wholesale
 Confectioner Eastbourne and Lewes Pet Oct 27 Ord
 Oct 27
 CHAMBER, FREDERICK WILLIAM, Fleet st High Court
 Pet Sept 16 Ord Oct 28
 CHISHOLM, ROBERT WILLIAM, Newcastle upon Tyne, Cork
 Merchant Newcastle upon Tyne Pet Oct 9 Ord
 Oct 28
 COOK, BERTIE NEALE, Maldon, Essex, Licensed Victualier
 Chelmsford Pet Oct 27 Ord Oct 27
 DAVIES, DAVID, Glyn-Neath, Glam, Collier Neath Pet
 Oct 27 Ord Oct 27
 DAVIES, KATE, and EDITH DAVIES, Brighton Dudley
 Pet Oct 28 Ord Oct 28

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9. The Laws of Zanzibar. By J. E. R. STEPHENS, ESQ.
10. Notes.

JOHN MURRAY, ALBEMARLE STREET, W.

RANDALL, CHARLES, Elmathan mews, Shirland rd, Ma'da vale, Cab Proprietor Nov 12 at 1 Bankruptcy bldg, Carey at
 ROUSSAK, REUBIN WOLF, Cutler st, Houndsditch, Manufacturer Nov 12 at 12 Bankruptcy bldg, Carey at
 SIM, TOM, Thrak, Yorks, Innkeeper Nov 10 at 11.53 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 SHORT, JESSE HERBERT, Kirtling, Cambridge, Licensed Victualler Nov 8 at 11 The White Hart Hotel, Newmarket
 SIMPSON, THOMAS DEARDEN, Southport, Lancs, Basket Maker Nov 12 at 112 O. Rec, Union Marine bldg, 11, Dalest, Liverpool
 WARREN, JOSEPH GEORGE, Esher, Surrey, Market Clerk Nov 10 at 12.50 132, York rd, Westminster Bridge rd
 WRIGHTSON, LAWRENCE FREVILLE, East Sheen, Surrey, Civil Servant Nov 19 at 11.30 132, York rd, Westminster Bridge rd

Amended Notice substituted for that published in the London Gazette of Sept 23.

DORNBECH, SIEGMUND, Regent st, Costumier High Court Pet Sept 19 Ord July 24

Amended Notice substituted for that published in the London Gazette of Oct 17:

PRIDDY, HAROLD RANDOLPH, Taunton, Insurance Agent Taunton Pet Oct 13 Ord Oct 13

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

SCOREY, WILLIAM JAMES, Norris st, Haymarket, Tailor High Court Pet Mar 16, 1910 Rec Ord April 28, 1910 Adjud April 30, 1910 Resc & Annull Oct 23, 1913

London Gazette.—TUESDAY, Nov. 4.

RECEIVING ORDERS.

ALLEN, CHARLES EDWARD, and WILLIAM BERTRAM ALLEN, Grosvenor rd, Westminster, Building Contractors High Court Pet Oct 30 Ord Oct 30
 ALLEN, HARRIET JANE, Margate Canterbury Pet Oct 18 Ord Nov 1
 CLARKSON, ALBERT, Great Grimaby, Tailor Great Gainsby Pet Oct 29 Ord Oct 29
 CLEMENTS, WILLIAM, Broadstairs, Kent, Contractor Canterbury Pet Oct 18 Ord Nov 1
 ELOOMBE, WILLIAM GEORGE, Sleaford, Lincs, Tailor Boston Pet Oct 31 Ord Oct 31
 FENN, JOSEPH WILLIAM, Gerard st, Soho, Foreign Produce Merchants High Court Pet Oct 31 Ord Oct 31
 FRIGHT, MARTIN, Mlaterton, Nottingham, Painter Lincoln Pet Oct 30 Ord Oct 30
 HAINES, DENIS, Weymouth, Salvage Master Dorchester Pet Sept 22 Ord Oct 31
 HENRY, JOHN WINGFIELD, Chester ter, Eaton sq High Court Pet Sept 30 Ord Oct 31
 ISAACS, L and Co, Stoney ln, Houndsditch Dealers in Fancy Goods High Court Pet Sept 26 Ord Oct 31
 JEFFERSON, CHARLES, High Wycombe, Builder Aylesbury Pet Nov 1 Ord Nov 1
 LEES, THOMAS WALTER JAMES, Gloucester, Commission Agent Gloucester Pet Nov 1 Ord Nov 1
 MARCHANT, TOM, Great Grimaby Great Grimaby Pet Oct 29 Ord Oct 29
 MASON, WILLIAM GEORGE, Southburgh, Norfolk, Farmer Norwich Pet Nov 1 Ord Nov 1
 MATTHEWS, WILLIAM RICHARD, Plymouth, Cycle Agent, Plymouth Pet Sept 29 Ord Oct 30
 MOORE, THOMAS JAMES, Croydon, Horsehair Merchant Croydon Pet Oct 31 Ord Oct 31
 MORGAN, ALFRED ERNEST, Abergavenny, Mon, Fish Merchant Tredegar Pet Oct 31 Ord Oct 31
 NOBLE, ALFRED, Norwich, General Furnisher Norwich Pet Oct 30 Ord Oct 30
 PADGET, ROBERT, Knottingley, Yorks, Grocer Wakefield Pet Oct 30 Ord Oct 30
 PERRINS, FREDERICK SHELTON, Margate, Dairyman Canterbury Pet Nov 1 Ord Nov 1
 RINELL, CHARLES, Heath rd, Twickenham, Timber Merchant Brentford Pet Sept 23 Ord Oct 30
 SELBY, ARTHUR ROBERT, East Drayton, Nottingham, Farmer Lincoln Pet Nov 1 Ord Nov 1
 STOREY, WILLIAM, Luth, Druggist Great Grimaby Pet Oct 29 Ord Oct 29
 TOVEY, EDWIN, Bedminster, Bristol, Chair Maker Bristol Pet Oct 30 Ord Oct 30
 TRAYLOR, CHARLES LEONARD, Wilsden Green, Medical Practitioner High Court Pet Oct 29 Ord Oct 30
 WALLER, BERT, Kingston upon Hull, Coach Builder Kingston upon Hull Pet Oct 31 Ord Oct 31
 WEST, CHARLES FREDERICK, Timberland, Lincoln, Wheelwright Boston Pet Nov 1 Ord Nov 1
 WILLS, DOUGLAS, Exeter, Grocer Exeter Pet Oct 31 Ord Oct 31
 ZWANZGER, JOHN BERGMANN CHRISTIAN, Hastings Wholesale Confectioner Hastings Pet Oct 30 Ord Oct 30

ADJUDICATIONS.

BANTI, ARTHUR ERNEST DARIO, Hutton ct, Threadneedle st High Court Pet Sept 16 Ord Oct 28
 BRADFIELD, JACK GODOLPHIN, Eastbourne, Wholesale Confectioner Eastbourne Pet Oct 27 Ord Oct 29
 DAVIES, DAVID, Glyn-Neath, Glam, Collier Nea h and Aberavon Pet Oct 27 Ord Oct 27
 DAVIES, KATE, and EDITH DAVIES, Brighton, Milliners Dudley Pet Oct 28 Ord Oct 28
 DAVIS, ARTHUR, Armley, Leeds, Fish Dealer Leeds Pet Oct 25 Ord Oct 25
 DAY, WILLIAM HENRY, Lincoln, Confectioner Lincoln Pet Oct 27 Ord Oct 27
 EVANS, JOHN, Llanelly, Veterinary Surgeon Carmarthen Pet Oct 29 Ord Oct 29
 FACEY, EDWARD JOHN, Pontypridd, Glam, Road Foreman Pontypridd Pet Oct 27 Ord Oct 27
 GODWIN, GEORGE HAROLD, Merton, Surrey, Professor of History Croydon Pet Oct 5 Ord Oct 28
 GOLDSMITH, JAMES KERMODE, Waterloo, Lancs Liverpool Pet Oct 29 Ord Oct 29
 HALLAM, HERBERT, Nottingham, Draper Nottingham Pet Oct 27 Ord Oct 27
 HUGHES, DANIEL, Wainfall, Pontypool, Nonconformist Minister Newport, Mon Pet Oct 8 Ord Oct 29
 JENKINS, CAROLINE, Swansea Swansea Pet Oct 29 Ord Oct 29
 KING, GEORGE SAMUEL, Bury St Edmunds, Baker Bury St Edmunds Pet Oct 27 Ord Oct 27
 KNIPPLATH, EDMUND, Fove Street av, Merchant High Court Pet Aug 9 Ord Oct 29
 LOWY, ROBERT LEOPOLD, Richmond, Surrey, Company Director High Court Pet July 4 Ord Oct 29
 MAISNER, HARRY or HERMAN, Jewin st, Importer High Court Pet Sept 30 Ord Oct 29
 OLLET, GEORGE E-BERT, Martham, Norfolk Baker Great Yarmouth Pet Oct 29 Ord Oct 29
 OWEN, THOMAS, Llanfairtalhaiarn, Denbigh, Farmer Wrexham Pet Oct 13 Ord Oct 27
 PRICE, WILLIAM, Haverfordwest, Pembroke, Coal Merchant Pembroke Dock Pet Sept 26 Ord Oct 15
 RICHARDS, JAMES, Burnley, Market Draper Burnley Pet Oct 27 Ord Oct 27
 ROSE, SYDNEY ASTON MERSEY, Elgin mans High Court Pet July 31 Ord Oct 29
 SARGENT, EDWIN GEORGE, Twerion, Bath, Builder Bath Pet Oct 28 Ord Oct 28
 SHAW, JOHN, Broughton, Derby Burton on Trent Pet Oct 27 Ord Oct 27
 SMITH, FREDERICK GEORGE, Ramsgate, Fancy Dealer Canterbury Pet Oct 25 Ord Oct 25
 WARREN, JOSEPH GEORGE, Esher, Surrey, Market Clerk Kings on, Surrey Pet Oct 25 Ord Oct 28
 WHITE, ANN ELIZABETH, Baconfield, Bridlington Scarborough Pet Oct 27 Ord Oct 27
 WILKINSON, WILLIAM, Manchester, Draper Manchester Pet Oct 23 Ord Oct 27
 WRIGHTSON, LAWRENCE FREVILLE, East Sheen, Surrey Civil Servant Wandsworth Pet Oct 28 Ord Oct 28

FIRST MEETINGS.

BOWER, FRED C, Arundel at, Accountant Nov 10 at 11 Bankruptcy bldg, Carey at
 BRADFIELD, JACK GODOLPHIN, Eastbourne, Wholesale Confectioner Nov 8 at 11.30 Off Rec, 12A, Marlborough pl, Brighton
 BROWN, BERTHA, Liverpool Nov 11 at 11 Off R.C., Union Marine bldg, 11, Dale st, Liverpool
 CHAMBER, FREDERICK WILLIAM, Fleet at Nov 10 at 12 Bankruptcy bldg, Carey at
 COOK, BERTIE NEALE, Maldon, Essex, Licensed Victualler Nov 10 at 12 Shire Hall, Chelmsford
 COWAN, P S, Colche ter, Essex, Horse Medicine Manufacturer Nov 11 at 12.15 Off Rec, 36, Princes at Ipswich
 DAULTON, THOMAS, East Kirkby, Lincoln, Farmer Nov 11 at 12.15 Off Rec, 4 and 6, West at, Boston
 DAVIS, ARTHUR, Armley, Leeds, Fish Dealer Nov 10 at 11 Off Rec, 24, Bond st, Leeds
 ELLIOTT, JAMES, and JOHN ELLIOTT, Sedgfield, Durham, Farmers Nov 11 at 11 North East-rn Hotel, D.r lington
 EVANS, ARTHUR PERCIVAL, Alderhot, Hants Nov 10 at 12 132, York rd, Westminster Bridge rd
 EVANS, JOHN, Llanelly, Veterinary Surgeon Nov 11 at 11.30 Off Rec, 4, Queen st, Carmarthen
 FACEY, EDWARD JOHN, Pontypridd, Glam, Road Foreman Nov 10 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
 FINES, WILLIAM, and FINES, THOMAS, Thorpe Mo leux, Suffolk, Farmers Nov 11 at 12.30 Off Rec, 36, Princes at Ipswich
 GODWIN, GEORGE HAROLD, Merton, Surrey, Professor of History Nov 10 at 11 132, York rd, Westminster Bridge rd
 HOLMES, W. D., Kensington Hall grdns, West Kensington Nov 11 at 11 Bankruptcy bldg Carey at
 LEWIS, DAVID MORGAN, Pontyberem, Carmarthen, Carpenter Nov 11 at 11 Off Rec, 4, Queen st, Carmarthen
 MAJOR, CHARLES, Wareham, Dorset, Boot Maker Nov 8 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
 MARSH, HARRY, Southsea, Hants, Fruiterer Nov 10 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 NASH, THOMAS JAMES, and THOMAS ARTHUR NASH, Great Marlborough at, Woolen Merchants Nov 11 at 1 Bankruptcy bldg, Carey at
 NICHOLLS, J, Margate, Builder Nov 11 at 12 Bankruptcy bldg, Carey at
 OWEN, THOMAS, Llanfairtalhaiarn, Denbigh, Farmer Nov 11 at 1.30 The Engine Hotel, Llanrwst
 PELHAM, VICTOR, Portofdown rd, Maidda Vale Nov 12 at 11 Bankruptcy bldg, Carey at
 PRATT, JOHN GOODWIN, Liverpool, Poulterer Nov 12 at 11 Off Rec, Union Marine bldg, 11, Dale st, Liverpool

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